



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REGION VII

Gateway Tower II, Room 200
400 State Avenue
Kansas City, KS 66101-2406
HUD Home Page: www.hud.gov

Honorable Jay Nixon
Governor of Missouri
Post Office Box 118
301 West High Street
Jefferson City, Missouri 65102

Dear Governor Nixon:

I am pleased to transmit to you the approval of your fiscal year 2015 Annual Action Plan. The grant assistance that is being approved with the Plan is as follows:

Community Development Block Grant program (CDBG)	\$20,370,695
HOME Investment Partnerships (HOME)	\$ 8,054,925
Emergency Solutions Grant (ESG)	\$ 2,566,752
Housing Opportunities for Persons With AIDS (HOPWA)	\$ 539,777 ✓

Approval of the Annual Action Plan is based upon the grantee meeting the applicable submission requirements of 24 C.F.R. Part 91. It does not constitute an approval of the individual activities listed in the Plan. It is incumbent upon the grantee to ensure that the eligibility of an activity is properly determined and documented prior to obligating grant funds.

Enclosed are three copies of the grant agreements for the program(s) covered under your Action Plan. Please take note of any special conditions attached to the grant agreement(s). Please sign, date and provide the indirect cost information described below (as applicable) and return two copies of the agreement to Dana Buckner, Director, Office of Community Planning and Development, at the address above. Retain the third copy for your files.

If Funding Assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles, grantees must attach a schedule in the format set forth in each executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Funding Assistance, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for subrecipients. Please refer to the specific section in each of the attached grant agreements and provide the necessary information prior to returning the executed agreements to HUD.

Please also note that ESG funds may not be obligated or expended for activities in projects that have not been previously environmentally cleared. When ESG funds are distributed by the State to units of general local government, the State shall require that each recipient government assume the environmental responsibilities specified in section

305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 (42 U.S.C. 3547) and in HUD environmental regulations at 24 CFR Part 58. The State will be responsible for providing a release of funds in accordance with the requirements of 24 CFR Part 58. Funds distributed by the State to nonprofit organizations will require the State to assume the environmental responsibilities specified in section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and 24 CFR Part 58, and to submit a request for release of funds to HUD where applicable. Funds may be obligated or expended only after a release of funds has been approved in writing or the entity responsible for environmental review has determined that the activity is exempt or excluded from any environmental review under 24 CFR Part 58.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through Community Planning and Development (CPD) programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds. A copy of your Consolidated Plan/Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity for review and found to be acceptable.

We look forward to working with you during the year to accomplish the goals you have set forth and to strengthen your ability to deliver programs that will have an impact across the community. If you have any questions regarding this letter or if we can be of further assistance, please contact Ms. Buckner at (913) 551-5546 or Dana.Buckner@hud.gov.

Sincerely,



Jennifer Tidwell
Regional Administrator

Enclosures

cc:
Andy Papen
Lorenzo Rice
Steven Milburn
Steven Bacon

Housing Opportunities for Persons With AIDS (CFDA #14.241)
Grant Number: MOH15F999

Grantee Name: State of Missouri
Grantee's Unique Entity Identifier (i.e., DUNS Number): 87-901-4686
Official Contact Person: Steven Bacon
Telephone Number: (573) 751-6439
FAX Number: (573) 751-6447
Email Address: steven.bacon@dhss.mo.gov
Tax ID Number: [REDACTED]
Unit of Government ID Number: [REDACTED]

**HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2015**

This Performance Grant Agreement ("Agreement") is made and entered into by and between the U. S. Department of Housing and Urban Development ("HUD") and State of Missouri ("Grantee"), pursuant to the AIDS Housing Opportunity Act ("Act"), codified at 42 U.S.C. §§ 12901-12912, and regulations for the Housing Opportunities for Persons With AIDS ("HOPWA") program at 24 C.F.R. part 574 ("Regulations").

In reliance upon and in consideration of the mutual representations and obligations hereunder, HUD and the Grantee agree as follows:

ARTICLE I. Grant Amount.

The Grantee has applied for, and HUD has approved, a HOPWA formula grant consistent with the Act and Regulations. Subject to the terms and conditions of this Agreement, HUD agrees to provide a HOPWA formula grant ("Grant") to the Grantee in the amount of \$539,777 ("Grant Funds").

ARTICLE II. Eligible Use of Grant Funds.

Grant Funds shall only be used to carry out eligible activities set forth in the Act and Regulations, and as provided in the Grantee's Consolidated Plan/Action Plan prepared and submitted in accordance with 24 C.F.R. part 91 (hereinafter, "Approved Application"), as applicable to the HOPWA program.

ARTICLE III. Compliance with Program Requirements.

The Grantee shall comply with all applicable program requirements, as they may be amended from time to time. Such program requirements include the Act, Regulations, program directives, HUD Handbooks and Notices, Executive Orders and any other applicable Federal requirements. Other applicable Federal requirements include, but are not limited to, 2 C.F.R. part 200 ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards");

Section 3 of the Housing and Urban Development Act of 1968 and 24 C.F.R. part 135 (“Economic Opportunities for Low- and Very Low-Income Persons”); 31 U.S.C. 1352 and 24 C.F.R. part 87 (“New Restrictions on Lobbying”); and the Federal Funding Accountability and Transparency Act of 2006 (Transparency Act), Pub. L. 109-282, as amended by Section 6202 of Pub. L. 110-252, and Appendix A to 2 C.F.R. part 170 (“Reporting Subaward and Executive Compensation Information”).

ARTICLE IV. Incorporation of Approved Application.

The Grantee’s Approved Application and any certifications, assurances, information and documentation required to meet award conditions are hereby incorporated into this Agreement.

ARTICLE V. Subawards.

The Grantee shall comply with 2 C.F.R. 200.331, when making a subaward, which includes an award of Grant Funds to an eligible nonprofit organization or housing agency of a State or unit of general local government (“Project Sponsor”). The Grantee shall provide a Project Sponsor with information on all requirements to which the Project Sponsor is subject so that the subaward is used in accordance with the Act, Regulations, other program requirements, the Approved Application, and terms and conditions of this Agreement.

ARTICLE VI. Financial Management, Release, Expenditure of Grant Funds, and Drawdowns.

A. The Grantee shall comply with the environmental procedures and standards at 24 C.F.R. 574.510.

B. The Grantee shall draw down Grant Funds not less than quarterly. The Grantee shall make timely payments to each Project Sponsor upon request, provided the requesting Project Sponsor is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under any payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms and conditions of this Agreement.

C. The Grantee shall comply with HUD instructions regarding use of and reporting in the Integrated Disbursement and Information System (IDIS) or its successor.

ARTICLE VII. Allowability of Pre-award Costs.

Pre-award costs may not be incurred except in accordance with 2 C.F.R. 200.458, including the requirement that the Grantee obtain HUD’s written approval.

ARTICLE VIII. Amendments.

A. This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in a writing executed by authorized officials of HUD and the

Grantee. When requesting an amendment to this Agreement, the Grantee shall submit a letter of request to the HUD Field Office at the address set forth in this Agreement and attach the proposed amendment(s) to the applicable page(s) of this Agreement. The effective date of any amendment to this Agreement shall be the date that HUD approves the amendment.

B. Amendments to the Grantee's Consolidated Plan shall comply with 24 C.F.R. 91.505.

ARTICLE IX. Performance.

The Grantee shall:

A. Carry out eligible activities under the Grant and use Grant Funds in accordance with the Act, Regulations, other program requirements, the Approved Application, and the terms and conditions of this Agreement;

B. Within twelve months of the execution of this Agreement, the Grantee agrees, and will ensure that any Project Sponsor agrees, to obtain a certificate of completion of the Getting to Work Training Curriculum by at least one of its employees. The online training can be accessed at: <https://www.hudexchange.info/training-events/dol-hud-getting-to-work-curriculum-for-hiv-aids-providers>.

C. Obtain a certification of approval consistent with 24 C.F.R. 574.420(b) from all affected units of government in which Grantee plans to locate a project site, such as a community residence, supportive housing facility, or main sponsor office to be used for managing and dispensing housing assistance under any award of HOPWA funds to a new Project Sponsor. The certification is mandatory and must be approved before the contract with the Project Sponsor is executed;

D. Conduct an ongoing assessment of the housing assistance and supportive services required by participants as identified in Individual Housing and Service Plans, including an annual assessment of their housing situation, a reevaluation of the appropriateness of rental subsidies or other support, and a report on annual results of program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support;

E. Assure the adequate provision of supportive services to program participants, provided, however, that Grant Funds shall not be utilized for healthcare and related drug assistance when other amounts are available or designated by State or local governments;

F. Record a Declaration of Restrictive Covenant in accordance with state and local law with respect to any building or structure assisted with Grant Funds that incorporates the relevant minimum use period in 24 C.F.R. 574.310(c) and obligates the Recipient, its successors and assigns to operate and maintain the building or structure assisted with funds under the Act in accordance with the Agreement, the Act, and HUD regulations;

G. Comply with 2 C.F.R. 200.311 and any disposition instructions that HUD may provide to the Grantee;

H. Comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (Dun and Bradstreet DUNS Number) and the System for Award Management (SAM) database, including Appendix A to 2 C.F.R. Part 25;

I. Commit program income to the Grant in accordance with the addition method as provided in 2 C.F.R. 200.307(e)(2); and

J. Comply with such other terms and conditions as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

ARTICLE X. Indirect Cost Rate

If Grant Funds will be used for payment of indirect costs pursuant to 2 C.F.R. 200, Subpart E - Cost Principles, attach a schedule in the format set forth below to the executed Grant Agreement that is returned to HUD. The schedule shall identify each department/agency that will carry out activities with the Grant Funds, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 C.F.R. §200.414), and the direct cost base to which the rate will be applied. Do not include indirect cost rates for Project Sponsors.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

ARTICLE XI. Records

The Grantee shall maintain all programmatic records, including, but not limited to, the Approved Application, amendments to the Approved Application, voucher requests, deposit and expenditure receipts, participant and activity eligibility records, certifications from affected units of government, and any other documents required under this award, in its files for a period of not less than four years in accordance with 24 C.F.R. 574.530. The Grantee shall retain records for a longer period of time when any of the exceptions in 2 C.F.R. 200.333 apply. In the case of participant eligibility records, the Grantee shall update records no less than annually. Upon reasonable notice, the Grantee shall make records available for audit or inspection by authorized representatives of HUD.

ARTICLE XII. Reporting.

- A. The Grantee shall submit a Consolidated Annual Performance and Evaluation Report ("CAPER") in accordance with 24 C.F.R. part 91, within 90 days after the close of each

program year.

- B. Grantees that are specifically targeting the homeless population must use the Homeless Management Information System (HMIS) to undertake and track services of their homeless clientele. However, all Grantees regardless of target population are strongly encouraged to participate in the local HMIS

ARTICLE XIII. Research and Development.

This Grant is not for research and development (R&D), as defined at 2 C.F.R. 200.87.

ARTICLE XIV. Contact Information.

- A. HUD notifications to the Grantee under this Agreement shall be sent to the address set forth in the Approved Application, unless the Grantee otherwise notifies HUD in writing.
- B. Grantee notifications, including notices of amendments to the Grantee's Consolidated Plan and requests for amendments to this Agreement, shall be addressed to the appropriate HUD field office:

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Kansas City Regional Office
Gateway Tower II, Room 200
400 State Avenue
Kansas City, KS 66101-2406

ARTICLE XV. Default.

A default shall occur when the Grantee fails to comply with the Act, Regulations, any other program requirement as provided in Article III, or any other terms and conditions of this Agreement. In the event of a default, HUD may take one or more of the actions provided in 2 C.F.R. 200.338 after providing the Grantee with an opportunity for informal consultation in accordance with 24 C.F.R. 574.500(c).

Nothing in this Article shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default.

ARTICLE XVI. Termination.

The Grant may be terminated in accordance with 2 C.F.R. 200.339, including for convenience, when HUD and the Grantee agree that continuation of the award would not produce beneficial results.

ARTICLE XVII. Award Date and Period of Performance.

- A. The Federal award date of the Grant Funds that HUD agrees to provide through this Agreement is the date of execution of this Agreement on behalf of the Secretary of Housing and Urban Development.
- B. The period of performance begins on the date that this Agreement is executed by both parties and ends three years thereafter.

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of HUD and the Grantee, have executed this Agreement, which shall be effective as of the date of execution hereof on behalf the Secretary:

On behalf of the Secretary of Housing and Urban Development:

Name: Dana Buckner

Signature: 

Date: JUL 17 2015

Title: Director, Office of Community Planning and Development

On behalf of the State of Missouri:

Name: Jeremiah W. (Jay) Nixon

Signature: 

Date: 8-12-2015

Title: Governor of Missouri