

U.S. Department of Labor

Office of the Assistant Secretary
for Administration and Management
Washington, D.C. 20210



October 19, 2009

Michael Peck
Veterans Assistance Commission of Lake County
20 S. Martin Luther King Jr. Ave.
Waukegan, IL 60085

Dear Michael Peck:

Congratulations, your organization has been awarded a U.S. Department of Labor, Veterans' Employment and Training Service award number **SD-19672-10-60-5-17**. The following key points of information are provided to highlight important grant/cooperative agreement requirements and to assist you in successfully performing your program.

Paragraph II, payments under the grant/cooperative agreement will be made by HHSPMS. Inquiries should be made to Gene Contee at (202) 693-4479 or at the following address: U.S. Department of Labor, Office of Financial Services, Room S 5526, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Reporting requirements and individuals to whom copies of reports must be sent are listed in **paragraph III** of the grant/cooperative agreement Special Provisions.

Technical monitoring of your performance will be made by the individual identified in **paragraph IV** of the grant/cooperative agreement Special Provisions. This person should also be your first contact for technical questions.

If there are any questions, please call Helen Williams at (202) 693 4570. Thank you for your cooperation and we look forward to a continued productive relationship during the life of this grant.

Sincerely,

Cassandra R. Mitchell

CASSANDRA R. MITCHELL



NOTICE OF AWARD

AGREEMENT NUMBER: SD-19672-10-60-5-17

AGREEMENT PERIOD: October 20, 2009 THROUGH October 21, 2009

AMOUNT OF FEDERAL FUNDING: \$7,000.00

APPROPRIATION NUMBER: 5911-VTDA-4143-79000-HVP

GRANTEE'S NAME AND ADDRESS

Veterans Assistance Commission Of Lake County
20 S. Martin Luther King Jr. Ave.
Waukegan, IL 60085

ISSUING OFFICE

U.S. Department of Labor
Procurement Services Center
200 Constitution Avenue, N.W.
Rm. S-4307
Washington, D.C. 20210

This grant is funded by the U.S. Department of Labor, Veterans' Employment and Training Service, hereinafter referred to as grantor, in support of the Veterans Assistance Commission of Lake County, hereafter referred to as recipient. The purpose of this grant is to enhance employment and training opportunities or to promote self-sustainment for homeless veterans. This grant incorporates the following additional documents and will be administered in accordance therewith.

1. Special Provisions (attached)
2. General Provisions (attached)
3. The recipient's Application for Federal Assistance, dated May 27, 2009, (incorporated by reference)
4. The recipient's approved budget (attached)
5. After Action Report (attached)

APPROVED FOR THE GRANTOR:

Cassandra R. Mitchell

CASSANDRA R. MITCHELL

DATE: October 19, 2009

**Grant Modification / Notice of Obligation**

U.S. DEPARTMENT OF LABOR / VETERANS EMPLOYMENT AND TRAINING SERVICE

**GRANT
MODIFICATION****No.
0**PROJECT:
Stand Down (SD)

CFDA: 17.805

GRANT NUMBER: SD-19672-10-60-5-17
EIN: 366006600EFFECTIVE DATE:
10/20/2009

PAGE 1 of 1

GRANTEE:
VETERANS ASSISTANCE COMMISSION OF LAKE
COUNTY
20 S. MARTIN LUTHER KING JR. AVE.
WAUKEGAN, ILLINOIS 60085ISSUED BY
U.S. DEPARTMENT OF LABOR
200 CONSTITUTION AVENUE NW - ROOM S-4307
OASAM OFFICE OF PROCUREMENT SERVICES
WASHINGTON, DC 20210**Action:**

1. Period of performance is for one day only. Due to system limitations with HHS/PMS an additional day is required.

PROGRAM		CURRENT LEVEL	Mod 0 MODIFICATION	NEW LEVEL	PMS DOC #
VETS-Homeless Veterans PY 10 Program 10-5911-VTDA-4143-79000- HVP		\$0.00	\$7,000.00	\$7,000.00	SD19672HV0
TOTAL FUND AVAILABILITY		\$0.00	\$7,000.00	\$7,000.00	

Except as modified, all terms and conditions of said grant /agreement remain unchanged and in full effect.

Approved
by*Cassandra R. Mitchell*

Date Signed

10/19/2009CASSANDRA R. MITCHELL

Grant Officer

BUDGET INFORMATION Non-Construction Programs

OMB Appr. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Standdown	17-805	\$	\$	\$ 7,000.00	\$ 23,000.00	\$ 30,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 7,000.00	\$ 23,000.00	\$ 30,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	0.00
b. Fringe Benefits					0.00
c. Travel					0.00
d. Equipment					0.00
e. Supplies					0.00
f. Contractual	20,000.00				20,000.00
g. Construction					0.00
h. Other - haircut, clothes, food	7,000.00	3,000.00			10,000.00
i. Total Direct Charges (sum of 6a-6h)	27,000.00	3,000.00	0.00	0.00	30,000.00
j. Indirect Charges					0.00
k. TOTALS (sum of 6i and 6j)	\$ 27,000.00	\$ 3,000.00	\$ 0.00	\$ 0.00	\$ 30,000.00
7. Program Income	\$	\$	\$	\$	0.00

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STAND DOWN AFTER ACTION REPORT

(Please print or type legibly)

1. City/State of Stand Down _____
2. Is this the organization's first Stand Down? Yes No
3. What was the date of the Stand Down? _____
4. How many days did the event take place? One Two Three Other _____
(Specify)
- 4a. If more than a one-day event, were sleeping arrangements provided? Yes No
5. Was the Stand Down held indoors or outdoors? Indoors Both Outdoors
6. Were the following services provided?

Health Services	Yes	No
Social Security benefit counseling	Yes	No
Agent Orange Info/Counseling	Yes	No
Hepatitis C Screening/Testing	Yes	No
HIV/AIDS Info/Counseling	Yes	No
Housing/Shelter Referral	Yes	No
Mental Health Services	Yes	No
Substance Abuse Services	Yes	No
Social and Community Services	Yes	No
Employment and Job Training Assistance	Yes	No
Legal Services	Yes	No
Veterans Benefit Counseling		
Veterans Administration	Yes	No
Other _____	Yes	No
Women Veterans specific	Yes	No
Veterans Spouses/Companions	Yes	No
Veterans Children	Yes	No
Personal Care Kits	Yes	No
Clothing (Cold weather, Underwear, or Boots)	Yes	No
Food (Lunch/Dinner/Snacks/Drinks)	Yes	No
Other (Specify) _____		
7. How many persons attended the Stand Down?
 Male Homeless Veterans: _____
 Female Homeless Veterans: _____
8. Were transportation services made available to help veterans get to the Stand Down? Yes No
9. How much was the total Stand Down cash budget (not counting in-kind contributions)?

Less than \$5,000	\$5,001 to \$7,500	\$7,501 to \$10,000
\$10,001 to \$15,000	\$15,001 to \$20,000	\$20,001 to \$25,001
\$25,001 to \$30,000	\$30,001 to \$35,000	Over \$35,001

Was any of the above cash budget received from Department of Veterans Affairs? Yes No
10. What monetary valuation would you put on the in-kind contribution of goods and services?

Less than \$25,000	\$25,001 to \$50,000	\$50,001 to \$100,000
\$100,001 to \$250,000	\$250,001 to \$500,000	\$500,001 to \$750,000
Over \$750,000		
11. How many volunteers participated? _____

Name of person filing this report: _____

Address: _____ Phone: _____

Signature: _____ Date: _____

SPECIAL GRANT PROVISIONS STAND DOWN EVENTS

I. SCOPE

A. General

The grantee shall conduct a Stand Down Event as described in its Application for Federal Assistance in accordance with all terms and conditions of this grant agreement.

B. Program Requirements

Funding must be used to enhance employment and training opportunities or to promote self-sustainment for homeless veterans.

A Stand Down is an event held in a local community where a variety of social services are provided to homeless veterans. Stand Down organizers partner with local businesses and social service providers such as the State Workforce Agency including the Disabled Veterans' Outreach Program (DVOP) specialist and Local Veterans' Employment Representative (LVER) staff, Department of Veterans Affairs, Department of Health and Human Services, Department of Housing and Urban Development, Federal Emergency Management Agency (emergency food and shelter grants), Veteran Service Organizations, and local non-profit organizations including faith-based and community based organizations.

Appropriate uses of Stand Down Event funding include, as a general guideline:

1. The purchase of food items, bottled water, clothing (cold weather type, shoes, boots, underwear, socks, coats), sleeping bags and hygiene care kits
2. Preparation of meals
3. Rental of facilities and/or tents
4. Payment for special one-time electricity costs, equipment rentals, advertising, event posters, portable rest facilities (Porta Johns), janitorial/kitchen supplies, and communications/internet access (dedicated phone lines)

SPECIAL GRANT PROVISIONS STAND DOWN EVENTS

5. The hiring of security personnel
6. Transportation for homeless veterans to and from Stand Down Events
7. Other items and services as deemed appropriate and necessary.

Stand Down Event funding may not be used to purchase the following types of items:

1. Special monogrammed tee shirts
2. Pen sets
3. Specialty hats (unless for cold weather use)
4. Military and veteran type patches
5. Memento gifts for staff members/visitors/volunteers
6. Computer Equipment (laptops/desktops)

II. PAYMENTS UNDER THE GRANT

Reimbursements will be drawn down by the grantee through the U.S. Department of Health and Human Services Payment Management System (HHS PMS) via personal computer with SMARTLINK capability. When approved, requests for funds will be transferred electronically to the grantee's financial institution as arranged with HHS. A revised direct deposit form must be submitted whenever there are changes in financial institutions and /or approved signatures.

- A. Advance payments are authorized only as provided in 29 CFR Part 97.21 (b) and (c) for state, local and Indian tribal governments and 29 CFR Part 95 for all others, as specified in the provisions of this grant.
- B. Any advance requested will be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established in Treasury Department Circular 1075 (31 CFR Part 205).

SPECIAL GRANT PROVISIONS STAND DOWN EVENTS

- C. The timing and amount of any advance will be as close as administratively feasible to actual disbursements by the grantee for all direct Stand Down Event costs.
- D. The Grant Officer may, after providing due notice to the grantee, discontinue the advance payment method and allow payments only by reimbursement, when a grantee receiving advance payments demonstrates unwillingness or inability to establish procedures to minimize the time elapsing between the receipt of the cash advance and its disbursement.
- E. In no case shall the total amount advanced exceed the currently approved funding level of the Stand Down Event.

III. REPORTING REQUIREMENTS

A. Financial

- 1. The grantee shall use Standard Form (SF) 269A, Financial Status Report (short form), to report outlays, program income, and other financial information. The SF 269A shall be submitted not later than 45 calendar days after the Stand Down Event. This SF 269A will represent the Final Financial Status Report.
- 2. The grantee will also submit an HHS-PMS 272 in lieu of a Standard Form (SF) 272, Federal Cash Transactions Report, to the DVET no later than 15 days after receipt.

C. Invoice/List of Expenditures

- 1. The grantee shall submit original sales receipts (verified by comparing to invoice or list and maintained at the DVET/GOTR level). Do not send individual sales receipts to the Grant Officer.
- 2. The grantee shall submit an invoice or list of all VETS funded Stand Down expenditures verified by comparing to original sales receipts (original invoice or list signed and dated in blue ink by

SPECIAL GRANT PROVISIONS STAND DOWN EVENTS

the authorized representative.) Do not submit items for reimbursement that other entities have already paid for (i.e. double payment of same items).

B. After Action

1. The recipient shall submit a Stand Down After Action Report (sample included) and a Narrative Report not later than 45 calendar days after the Stand Down Event. This After Action Report must contain the following information, at a minimum:

- a. City and State of the Stand Down Event
- b. Identify whether this is the first, second, third, etc. Stand Down Event for the organization
- c. Date of the Stand Down Event
- d. Number of days of this Stand Down Event (if the Event is more than one day, specify whether sleeping arrangements were provided)
- e. Specify whether the Event was held inside, outside or both
- f. Specify whether the following services were provided:

- Health Services
- Social Security benefit counseling
- Agent Orange information/counseling
- Hepatitis C screening/testing
- HIV/AIDS information/counseling
- Housing/Shelter referral
- Mental Health Services
- Substance Abuse Services
- Social and Community Services
- Employment/Job Training assistance
- Legal Services
- Veterans Benefit counseling by the
Veterans Administration (if
provided by other than the VA
please state the entity,
- Women Veterans specific information

SPECIAL GRANT PROVISIONS STAND DOWN EVENTS

Veterans Spouses/Companions specific
Information
Veterans Children information
Personal Care Kits
Clothing (cold weather, underwear, or
boots)
Food (lunch, dinner, snacks, drinks)
Other (specify)

- g. Number of persons who attended the Event
 - Number Male homeless veterans
 - Number Female homeless veterans
 - h. Whether Transportation Services were provided to or from the Event
 - i. Total Event cash budget (not including in-kind contributions)
 - j. Whether the Department of Veterans Affairs provided any amount to the total event cash budget reported
 - k. Total monetary valuation you equate to the in-kind contribution of goods and services
 - l. Number of volunteers who participated
 - m. Name, contact information and signature of individual providing the report(s)
2. The List of Expenditures, Original Sales Receipts, Narrative Report and Stand Down After Action Report shall be submitted concurrently with the SF 269A, Financial Status Report (short form).
3. The grantee recipient shall immediately inform the DVET/GOTR of any significant developments affecting the recipient's ability to accomplish the Event. DVETs/GOTRs will provide grantees with necessary technical assistance, when and where appropriate as problems arise.

**SPECIAL GRANT PROVISIONS
STAND DOWN EVENTS**

C. Mailing

1. All reports must cite the assigned grant number.
All hard copy reports are to be submitted as follows:

- a. The original Financial Status Report, SF 269A (short form), the List of Expenditures, the Narrative Report and the Stand Down After Action Report are to be submitted to:

U.S. Department of Labor
Procurement Services Center
Room S-4307
200 Constitution Avenue, N.W.
Washington, D.C. 20210

- b. The original sales receipts along with two (2) copies of all Financial Status Reports, SF 269A (short form), the List of Expenditures, the Narrative Report and the Stand Down After Action Report are to be submitted, and a copy of the HHS-PMS 272 draw down information to:

(State Appropriate) Director
U.S. Department of Labor
Veterans' Employment and Training Service
(State appropriate address)

2. Change of Address

When a grantee experiences a change of address, the grantee is responsible for notifying the DVET/GOTR in writing (on letter head with original signature of the authorizing representative) of the new address including the effective date. Grantees will have two (2) weeks or fourteen calendar days after the effective date of the change of address to notify the DVET/GOTR. The DVET/GOTR will forward the grantee change of address notification to the Regional, National Office Competitive Grants Lead, and the Grant Officer.

SPECIAL GRANT PROVISIONS STAND DOWN EVENTS

IV. GRANT ADMINISTRATION

- A. The Director for Veterans' Employment and Training (DVET) shall serve as the Grant Officer's Technical Representative (GOTR) and will monitor the Stand Down Event grantee. The GOTR is authorized to approve the following;
1. Technical matters not involving a change in the scope, cost, or conditions of the grant award agreement.
 2. The Original Sales Receipts and the Invoice (list of all VETS funded Stand Down expenditures).
 3. The Narrative Report and the Stand Down After Action Report.
 4. Requests for payment.
- B. Requests for actions requiring Grant Officer approval, such as a modification to the original grant agreement shall be submitted by the grantee to the DVET/GOTR. The DVET/GOTR shall include their recommendation with the grantee's request and forward both to the Grant Officer thru their Regional and National Offices.
- D. The DVET/GOTR is not authorized to direct any action that results in a change in scope, cost, terms, or conditions of this grant, unless specifically outlined in these special grant provisions.

V. PRINTING AND DUPLICATING

The grantee shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of Sections 103, 501, and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 x 14 1/4 inches using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the processes of composition, plate making, presswork, binding, and microform.

SPECIAL GRANT PROVISIONS STAND DOWN EVENTS

Under this grant agreement, the grantee may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages.

The grantee shall not use funds under this grant to provide duplicating in excess of the quantities stated above nor provide printing without the written authorization of the Joint Committee on Printing. Such authorization shall be obtained from the Grant Officer through the Departmental Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing, preparation of manuscript copy, preparation of related illustrative material.

The grantee that receives prior approval from the Grant Officer to use USDOL funds to support printing activities may not display for promotional purposes, the U.S. Department of Labor logo or seal on the item or items produced. However, an acknowledgment of such funding may be conveyed through language such as: "Preparation of this item was funded by the Department of Labor." Any reference to the Department used to promote the Federal agency is unallowable.

VI. SUB-AWARDS

Stand Down Event funding is not authorized for sub-awards.

VII. SALARY PAYMENTS

Stand Down Event funding is not authorized for salary payments.

VIII. ADMINISTRATIVE COSTS

Stand Down Event funding is not authorized for administrative costs.

GENERAL PROVISIONS
GRANTS AND COOPERATIVE AGREEMENTS

I. ADMINISTRATIVE PROVISIONS

This grant is subject to the following administrative standards and provisions, if applicable (Note: the term grant shall be understood to mean either a grant or cooperative agreement. The term grantee shall be understood to mean either a grantee or recipient of Federal Assistance):

- A. 29 CFR Part 95 - Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations, and with Commercial Organizations. (Does not apply to grants with state and local Governments and Indian Tribes);
- B. 29 CFR Part 97, Uniform Administrative Requirements for grants and Cooperative Agreements to State and Local Governments);
- C. 29 CFR Part 96 - Audits of Federally Funded Grants, Contracts and Agreements.
- D. 29 CFR Part 93 - Lobbying.
- E. 29 CFR Part 98 - Federal standards for Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).
- F. 29 CFR Part 99 - Audits of States, Local Governments, and Non-profit Organization.
- G. 29 CFR Parts 30,31,32,33 and 36 - Equal Employment Opportunity in Apprenticeship and Training; Nondiscrimination in Federally-Assisted Programs of the Department of Labor, Effectuation of Title VI of the Civil Rights Act of 1964; Nondiscrimination on the Basis of Handicap in Programs and Activities; and Nondiscrimination on the basis of sex in Education programs receiving or benefiting from Federal Financial Assistance.

II. MODIFICATIONS TO THE GRANT

A. Unilateral Modifications by Grant Officer

This grant may be unilaterally modified in writing by the Grant Officer whenever there has been a change in any Federal statute, regulation, Executive Order, or other Federal law, which, as determined by the U.S. Department of Labor, is relevant to the financial assistance provided under the grant.

B. Grant Changes Requiring Grant Officer Approval

29 CFR Part 95 and 29 CFR Part 97.30, as applicable, set forth requirements for obtaining Grant Officer approval for deviations from the grant objectives, scope or budget. Expenditures requiring prior written approval are found in the applicable Federal Cost Principles listed in paragraph III of these General Provisions.

III. ALLOWABLE COSTS

Payment up to the amount specified in the grant shall be made only for allowable, allocable, and reasonable costs actually incurred in conducting the work under the grant. The determination of allowable costs shall be made in accordance with the following applicable Federal Cost Principles:

State and Local Governments - OMB Circular A-87
Educational Institutions and Hospitals - OMB Circular A-21
Non-profit Organizations - OMB Circular A-122
Profit-making Commercial Firms - Federal Acquisition Regulation (FAR) 48 CFR Part 31

IV. INTEREST EARNED AND PROGRAM INCOME

Requirements for the use and disposal of interest earned and program income are set forth in 29 CFR Part 95 and 29 CFR Part 97.21. When required to do so by this provision, the grantee shall remit promptly, but at least quarterly, interest earned on advances, to the Grant Officer. The grantee may keep interest amounts up to \$100 per year for administrative expenses.

If not otherwise addressed in this grant, program income earned during the period of the grant shall be added to funds committed to the project and used to further eligible program objectives.

V. PROPERTY ACQUISITION AND MANAGEMENT

29 CFR Part 95 requires prior Grant Officer approval for acquisition of non-expendable personal property with a unit acquisition cost of \$5000.00 or more unless it has been identified and itemized on the approved budget.

29 CFR Part 97.32 has the same requirements for nonexpendable property with a unit acquisition cost of \$5,000.00 or more. The Department of Labor reserves the right to take title to any and all property with a unit acquisition cost of \$1,000.00 or more purchased with grant funds when the grant terminates or if the property is no longer required for its original purpose. A unit shall be construed in its broadest sense to encompass component parts, sets, etc.

29 CFR Part 95 and 29 CFR Part 97, as applicable, and any subsequent amendments thereto, must be followed in the acquisition, accounting for, and disposition of property and are incorporated into the grant.

VI. GRANT CLOSEOUT PROCEDURES

A. Definitions

1. Grant closeout. The closeout of a grant is the process by which a Federal grantor agency determines that all applicable administrative actions and all required work of the grant have been completed by the grantee and the grantor.
2. Date of completion. The date when all work under a grant is completed or the date in the grant award document, or any supplement or amendment thereto, on which Federal assistance ends, whichever comes first.
3. Disallowed costs. Disallowed costs are those charges to a grant which the grantor agency or its representative determines to be unallowable in accordance with the applicable Federal Cost

Principles or other conditions contained in the grant.

B. Grants shall be closed out in accordance with the following procedures.:

1. Upon request, the grantor shall make prompt payments to a grantee for allowable reimbursable costs under the grant being closed out.
2. The grantee shall immediately refund to the grantor any balance of unobligated (unencumbered) cash advanced to the grantee that is not authorized to be retained by the grantee for use on other grants.
3. Within 90 days after completion of the grant the grantee shall submit all financial, performance and other reports required by the Grant Officer to close out the grant. The Grant Officer may authorize extensions when requested by the grantee.
4. The Grant Officer shall make a settlement for any upward or downward adjustments to the Federal share of costs after these reports are received.
5. In the case of grants which include match/in-kind contributions, the grantee has a legal requirement to provide the total amount of match/in-kind contribution indicated on the face sheet of the agreement, as amended. Failure to provide this level of match/in-kind contribution shall result in the disallowance of all or part of otherwise allowable Federal share costs, equal to the total match/in-kind share committed to, less the share actually provided.
6. The grantee shall account for any property acquired with grant funds, or received from the Government in accordance with the provisions of 29 CFR Part 95, or 29 CFR Part 92.50(b)(15), whichever is applicable
7. In the event a final audit has not been performed prior to the closeout of the grant, the grantor shall retain the right to recover an appropriate amount

after fully considering the recommendations on disallowed costs resulting from the final audit.

VII. SUSPENSION AND TERMINATION PROCEDURES

A. Definitions

1. Termination. Termination means the permanent withdrawal of the authority to obligate previously awarded grant funds before that authority would otherwise expire. It also means the voluntary relinquishment of that authority by the grantee or subgrantee.
2. Suspension. Depending on the contract, suspension means either, (a) An action by the Grant Officer which temporarily suspends Federal assistance under the grant pending corrective action by the grantee or pending a decision to terminate the grant by the Grant Officer; or (b) An action taken by a suspension official implementing Executive Order 12549 to immediately exclude a person from participating in grant transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue.

B. When a grantee has failed to comply with the terms, conditions or standards of the grant, the Grant Officer may, on reasonable notice to the grantee, suspend the grant, and withhold further payments, or prohibit the grantee from incurring additional obligations of grant funds, pending corrective action by the grantee or a decision to terminate in accordance with paragraph C below. The Grant Officer shall allow all necessary and proper costs which the grantee could not reasonably avoid during the period of suspension provided that they meet the provisions of the applicable Federal Cost Principles.

C. This grant may be terminated for cause or convenience.

1. Termination for cause. The Grant Officer may terminate this grant in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with any term of the award, whether stated in a federal statute or regulation, an assurance, an application, a notice

of award, or elsewhere. The Grant Officer shall promptly notify the grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the grantee or recoveries by the grantor under grants terminated for cause shall be in accord with the legal rights and liabilities of the parties .

2. Termination for convenience. This may only be accomplished as follows: (a) The grantor or grantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grant Officer shall allow full credit to the grantee for the Federal share of the noncancellable obligations, properly incurred by the grantee prior to termination; or (b) by the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety.

VIII. ENCUMBRANCE OF GRANT FUNDS

Grant funds may not be encumbered/obligated by the grantee prior to or after the grant period of performance. Encumbrances/obligations outstanding as of the end of the grant period may be liquidated (paid out) after the end of the grant period. Such encumbrances/obligations shall involve only specified commitments for which a need existed during the grant period and which are supported by approved contracts, purchase orders, requisitions, invoices, bills, or other evidence of liability consistent with the Grantee's

purchasing procedures and incurred within the grant period. All encumbrances/obligations incurred during the grant period shall be liquidated within 90 days after the end of the grant period, if practicable.

IX. SITE VISITS

The grantor, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the grantor on the premises of the grantee or a subgrantee/contractor under this grant, the grantee shall provide and shall require its subgrantees/contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay the work.

X. ORDER OF PRECEDENCE

In the event of any inconsistency between any provisions of this grant, the following order of precedence shall apply;

- A. Special Provisions
- B. General Provisions
- C. Grantee's Application for Federal Assistance