

**GRANT AGREEMENT**  
**VIRGINIA HOMELESS SOLUTIONS PROGRAM**  
**Continuum of Care and Virginia Balance of State Local Planning Group**  
**Capacity Building Funds**  
**Program Year 2025 - 2026**

**26-VHSP CB-025**

This Grant Agreement is made by and between the **Virginia Department of Housing and Community Development (“DHCD”)**, and **City of Charlottesville (“Grantee”)** for the period **August 1, 2025 to June 30, 2026** in the amount of **\$25,000**.

The Grantee was identified as part of the community’s emergency response system to homelessness in the 2024-2026 Homeless and Special Needs Housing (HSNH) Virginia Homeless Solutions Program (VHSP) application submitted as the lead agency (or designee) of the Continuum of Care (CoC) or Virginia Balance of State Local Planning Group (LPG). Activities funded through this grant will be provided at the Grantee location(s) identified in DHCD’s Centralized Application Management System (CAMS).

The Grant is subject to the terms and regulations set forth in the Homeless and Special Needs Housing Capacity Building Funds Program document, any subsequent amendments, the CoC/LPG proposal as amended through negotiations with DHCD, the DHCD approved Grantee budget, which are incorporated by reference as part of this Agreement, the laws of the Commonwealth of Virginia and federal law.

**I. Scope of Services**

The goals of the funds, appropriated under Item 102.R of the Commonwealth of Virginia’s 2025 Budget Bill - HB1600 and administered by the Department of Housing and Community Development (DHCD), are to support the organizational capacity and administrative needs of the Continuum of Care lead agencies in Virginia, including local planning groups in the Balance of State Continuum of Care, as they serve persons at risk of or experiencing homelessness in their regions. This funding will support coordinated community-based activities that are designed to reduce the overall length of homelessness in the community, the number of households becoming homeless, and the overall rate of formerly homeless households returning to homelessness.

Funds may be used for one or more of the following activities as detailed in the HSNH guidelines and must coincide with the request submitted by the CoC/LPG lead agency and approved by DHCD:

- The development and management of homeless crisis response systems
- Grant administration and reporting of DHCD administered homeless services programs
- Staff training
- Essential operational tasks

**II. Conditions**

**B. Reimbursement**

Funds are disbursed on a reimbursement basis. Grantees must submit remittances in DHCD’s CAMS and be able to provide documentation that the work, services, or cost occurred within the grant period and the expenses were paid appropriately by the Grantee.

Grantees may elect to submit remittances on a monthly or bi-monthly basis. The option selected should be adhered to throughout the year. Supporting documentation must clearly indicate the period for which the reimbursement is requested.

<b>Payment Period</b>	<b>Remittance Submission Timeframe</b>
August 1-31, 2025	September 1-30, 2025
September 1-30, 2025	October 1-31, 2025
October 1-31, 2025	November 1-30, 2025
November 1-30, 2025	December 1-31, 2025
December 1-31, 2025	January 1-31, 2026
January 1-31, 2026	February 1-28, 2026
February 1-28, 2026	March 1-31, 2026
March 1-31, 2026	April 1-30, 2026
April 1-30, 2026	May 1-31, 2026
May 1-31, 2026	By June 5, 2026
June 1-30, 2026 (projection)	By June 5, 2026

**C. Reporting**

Grantees must submit reports as required by DHCD. Such reports may include, but are not limited to, outcomes and performance reports. Any required reports and their due dates will be announced by DHCD along with any relevant instruction. Submission of reports implies approval from the executive director and is considered final. DHCD reserves the right to withhold reimbursement payments if the Grantee fails to submit the reports.

**Year-End Report**

The Grantee must submit a year-end report. The date of the year-end report will be communicated to the grantee.

**D. Continuum of Care Participation**

Grantees must actively participate in the Homeless Management Information System (HMIS) and regional Continuum of Care or Balance of State Local Planning Groups. In addition, Grantees must assure full participation in annual point-in-time and housing inventory counts.

**E. Accounting**

The Grantee must adhere to Generally Accepted Accounting Principles (GAAP). The Grantee shall establish and maintain separate accounts within its existing accounting system or set up accounts independently. The Grantee shall record in its accounting system all grant payments received pursuant to the grant and all other match funds provided for, accruing to, or otherwise received on account of the grant.

All costs charged to the grant shall be supported by properly executed payrolls, timesheets, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, contracts, vouchers, or other accounting documents pertaining in whole or in part to the grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the grantee.

**F. DHCD Notification**

Grantee must notify DHCD of any potentially illegal act, such as misuse of grant funds or fair housing violations, immediately upon knowledge of such act. In addition, Grantee must notify DHCD should any other local, federal or state agency uncover evidence of any potentially illegal act.

Grantee must notify DHCD if there is a change in agency management and/or fiscal personnel. Failure to do so will constitute a finding and may result in repayment of funds by the Grantee, the de-obligation of current funding and the preclusion of future funding.

**G. Audit**

All grantees, sub-grantees, CHDOs, localities, developers, or any other organizations that receive funding during a program year and/or have projects in progress are required to submit financial statements to DHCD.

Required statements are as follows: Financial Statement(s)\*\*, Reviewed Financial Statement(s) that have been reviewed by an Independent CPA, Financial Statement(s) that have been audited by an Independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an independent CPA. Please see the table below to determine which documents your organization is required to submit.

If the entity expends awards under only one DHCD program and the program’s statutes or regulations, or terms and conditions of the award do not require a financial statement audit, the entity may elect to have a program-specific audit conducted.

The threshold requirements outlined below are the minimal standards required by DHCD.

<b>Threshold Requirement - The threshold requirements outlined below are the minimal standards required by DHCD.</b>	<b>Document</b>
Total annual expenditures < \$350,000  (Regardless of source)	Financial Statement(s) prepared by organization**
Total annual expenditures > \$350,000	Reviewed Financial Statement(s) – Reviewed by an Independent CPA

(Regardless of source)	
Total annual expenditures > \$550,000 (Regardless of source)	Financial Statement(s) – Audited by an Independent CPA
Federal expenditures > \$1,000,000	2 CFR 200 Subpart F Audit – Audited by an Independent CPA

\*\*Does not require preparation by a CPA

### Submission Requirements

Required financial statements/audit must be submitted yearly, within nine (9) months after the end of your fiscal year or 30 (thirty) days after it has been accepted (reviewed financial statement(s), audited financial statements, and 2 CFR 200 Subpart F audit only) - whichever comes first. Entities must electronically submit their financial statement(s), reviewed financial statements, audited financial statements, 2 CFR 200 Subpart F audit, or program specific audit in DHCD's Centralized Application and Management System (CAMS) which requires the organization to register in CAMS at <https://dmz1.dhcd.virginia.gov/camsportal/Login.aspx>.

Entities are required to have a DHCD reviewed and approved current audit or reviewed financial statement(s) in order to submit a remittance request.

The full DHCD Audit Policy, including explanation of the specific document requirements can be found online at: <https://www.dhcd.virginia.gov/sites/default/files/Docx/audit-policy/dhcd-audit-policy.pdf>

### H. Suspension and Debarment

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#). The regulations in [2 CFR part 180](#) restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- (a) Independent Public Accountants (IPAs) debarred from providing audit services for all recipients are prohibited from soliciting or entering into any new contracts for audit services with recipients for the duration of the specified period of debarment. Recipients shall not knowingly award contracts to, extend or modify existing contracts with, or solicit proposals from, such IPAs. Debarred IPAs also are prohibited from providing audit services to recipients as agents or representatives of other IPAs.
- (b) IPAs debarred from providing audit services for one or more specific recipient(s) are prohibited from soliciting or entering into any new contracts for audit services with such recipient(s) for the duration of the period of debarment as determined pursuant to this part. The affected recipient(s) shall not knowingly award contracts to, extend or modify existing contracts with, or

solicit proposals from, such IPAs. Debarred IPAs also are prohibited from providing audit services to the affected recipient(s) as agents or representatives of other IPAs, and are required to provide prior written notice to the debarring official before providing such services to other recipients. Debarred IPAs also must provide prior written notice of the debarment to any recipient for which the IPA provides audit

**I. Compliance**

Grantees with outstanding audit findings, IRS findings, DHCD monitoring findings or other compliance issues are not eligible to receive allocations. DHCD will work with all interested parties toward the resolution of unresolved matters, where appropriate.

**J. Maintenance of Records**

Records shall be readily accessible to DHCD, appropriate state and federal agencies, and the general public during the course of the grant agreement and shall remain intact and accessible for five years thereafter. The exception is in the event that any litigation claim or audit is started before expiration of the five year period, the records shall be retained until such action is resolved.

**K. Costs Incurred Prior To Grant Agreement Execution**

No costs incurred prior to the start of the contract period shall be eligible for reimbursement with grant funds, unless incurred costs are authorized in writing by DHCD.

**L. Expenditure Review**

DHCD will monitor expenditure rates to ensure state resources are maximized. Failure to expend funds proportionately throughout the contract period may result in the de-obligation of funds. DHCD reserves the right to de-obligate funds at any time during the contract period and reallocate as deemed appropriate within the CoC/LPG or statewide based on compliance, performance, need, and available funding.

**M. Termination, Suspension, Conditions**

If through any cause, the Grantee fails to comply with the terms, conditions or requirements of the contract documents, DHCD may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

In the case of contract violation by the Grantee, DHCD may request that all or some of the grant funds be returned, even if the Grantee has already expended the funds. The Grantee agrees to return such funds as requested by DHCD within 30 days of the written request.

**N. Subsequent Contracts**

The Grantee shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Grant assistance is being provided to the Grantee.

The Grantee agrees to ensure that any contractor or subcontractor who is not the Grantee shall comply with all the lawful requirements of the Grantee necessary to ensure that the project for which this assistance is being provided under this Agreement are carried out in accordance with the Grantee's Assurances and Certifications.

**O. Default**

A default is any unapproved use of grant funds. Upon due notice to the Grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, DHCD may take one or more of the following actions:

- (1) direct the Grantee to submit progress schedules for completing approved activities;
- (2) issue a letter of warning advising the Grantee of the default, establishing a date by which corrective actions must be completed and putting the Grantee on notice that more serious actions will be taken if the default is not corrected or is repeated;
- (3) direct the Grantee to suspend, discontinue or not incur costs for the affected activity;
- (4) require the Grantee to reimburse DHCD for costs inappropriately charged to the program;
- (5) other appropriate action including , but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by DHCD in exercising any right or remedy available to it under the Agreement shall impair any such right to remedy or constitute a waiver or acquiescence in any Grantee default.

**P. Conflict of Interest**

Grantees shall ensure that the provision of any type or amount of assistance may not be conditional on an individual's or family's acceptance or occupancy of housing owned by the grantee, the sub-grantee, a parent organization, or subsidiary. Grantees/sub-grantees, parent organizations, or subsidiaries may not administer rapid re-housing or prevention assistance and use the assistance for households residing in units owned by the grantee/sub-grantee, parent organization, or subsidiary.

Individuals (employees, agents, consultants, officers, or elected or appointed officials of the grantee or sub-grantee) may not both participate in decision-making related to determining eligibility and receive any financial benefit. This financial benefit may not be received by the specific individual, any member of his/her immediate family or a business interest. The restriction applies throughout tenure in the position and for a one-year period following tenure.

**Q. Religious Influence**

The Grantee may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded through these program funds. If an organization conducts these activities, then they must be offered separately, in time or location, from the programs or services funded through these program funds and participation must be voluntary for program participants.

### **III. Additional Assurances**

- A.** Grantee will give the DHCD, the Virginia State Comptroller, HUD and any other authorized state or federal representatives access to and the right to examine all records, books, papers, or documents related to the Grant.
- B.** In accordance with federal law, grantee will provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin, in any phases of employment or in any phase of service delivery.

### **IV. Additional Certifications:**

The Grantee certifies compliance with applicable federal and state regulations, including but not limited to:

- i. Freedom of Information Act (5 U.S.C 552) and Virginia Freedom of Information Act;
- ii. Virginia Fair Employment Contracting Act;
- iii. Fair Housing Act (42 U.S.C. 3601-20), and implementing measures under:
  - 24 CFR 100 (discriminatory conduct under Fair Housing Act);
  - Executive Order 11063 and regulations at 24 CFR 107 (preventing discrimination on basis of race, color, creed, or national origin);
  - 24 CFR Part 8 (prohibiting discrimination against handicapped individuals);
  - Title VIII of the Civil Rights Act of 1968, as amended, also known as the Fair Housing Act, prohibits discrimination in housing based on race, color, religion, sex, disability, familial status, or national origin.
- iv. The Violence Against Women Act (VAWA), Title IV of the Violent Crime Control and Law Enforcement Act of 1994 and implementing the regulations at:
  - 28 CFR 90 Violence Against Women
- v. Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at:

- 24 CFR 146 (nondiscrimination on basis of age in HUD programs);
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- vi. 24 CFR Part 35 (Federal lead-based paint provisions, requiring visual inspections and stabilization of paint before commencement of occupancy, if applicable);
- vii. Encourage participation of locally-owned enterprises in connection with funded activities;
- viii. McKinney-Vento Homeless Assistance Program Regulations;
- ix. Anti-lobbying Certification;
- x. Drug Free Workplace

The Agreement is hereby executed by the parties on the date set forth below their respective signatures as follows:

**Virginia Department of Housing and Community Development**

\_\_\_\_\_  
Sandra Powell, Sr. Deputy Director

\_\_\_\_\_  
Date

**City of Charlottesville**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date