

FY22 FSS Agreement

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1 **FISCAL YEAR 2022**

2
3 **FAMILY SELF-SUFFICIENCY PROGRAM GRANT AGREEMENT**

4 **(CFDA Number: 14.896)**

5 **(Attachment to *NOTICE OF AWARD*)**

6
7 **FY2022 Family Self-Sufficiency**
8 **GRANT AGREEMENT**
9

10 This Grant Agreement (“Grant Agreement”) is made by and between the United States
11 Department of Housing and Urban Development (“HUD”) and the Grantee. The Grantee
12 received a FY2022 Family Self-Sufficiency (“FSS”) Grant from fiscal year 2022, for the
13 operation of a Family Self-Sufficiency Program (“FSS Program”) that is the subject of this Grant
14 Agreement and that is identified on the award obligation document (Notice of Award).

15 HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to
16 the Grantee, in the total amount listed on the Notice of Award, for the activities described in
17 the FY2022 Family Self-Sufficiency Notice of Funding Opportunity (NOFO) and as defined in
18 Articles II and III.

19 Grant funds will be available in HUD’s electronic Line of Credit Control System (e-
20 LOCCS) payment system which the Grantee will be given access to (with proper
21 documentation) to draw down these funds.

22 The assistance that is the subject of this Grant Agreement is authorized by and required to
23 be used in accordance with Section 23 of the United States Housing Act of 1937. Funding for
24 this program is authorized by the Consolidated Appropriations Act, 2022 (Consolidated
25 Appropriations Act, 2022 (Public Law 117-103), enacted March 15, 2022. The Notice of Award
26 and the Exhibits are incorporated into and subject to the terms of this Grant Agreement.

27 HUD and the Grantee hereby agree to be bound by the following terms and conditions of
28 this Grant Agreement:
29

30 **ARTICLE I: BASIC GRANT INFORMATION AND REQUIREMENTS**
31

32 The FSS Program supports the Department’s strategic goal of increasing economic opportunity
33 for HUD-assisted families. FSS provides grants to Public Housing Authorities (PHAs) and
34 owners of HUD-assisted multifamily housing properties to support the salaries of FSS Program
35 Coordinators who assist participating families receiving housing assistance through the Housing
36 Choice Voucher (HCV/PBV), Public Housing (PH), and Project Based Rental Assistance
37 (PBRA) programs. FSS Program Coordinators develop local strategies to connect participating
38 families to public and private resources to increase their earned income and financial
39 empowerment, reduce or eliminate the need for welfare assistance, and make progress toward
40 economic independence and self-sufficiency. In the context of the Self Sufficiency account,
41 “self-sufficiency” is defined as a household’s ability to maintain financial, housing, and
42 personal/family stability.
43

1 The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant
2 Agreement in accordance with the following requirements, as such requirements now exist or as
3 they may hereafter be amended (hereafter collectively referred to as the “Family Self-Sufficiency
4 Program Requirements”):

- 5
- 6 1. Award type: This is a cost-reimbursable, performance-based grant.
- 7 2. The Grantee's application including any special conditions, is incorporated into this
8 agreement.
- 9 3. This agreement shall be effective immediately upon electronic signature of the Grantee in
10 GrantSolutions.
- 11 4. Period of performance: The period of performance will be 12 months. *For FY2022 grants,*
12 *this will be 1/1/2023 – 12/31/2023.*
- 13 5. This Grant Agreement will be governed by the following as they may from time to time be
14 amended during the grant term: the HUD Appropriations Acts, the United States Housing
15 Act of 1937 as amended, FY2022 FSS NOFO dated 8/8/2022, the Code of Federal
16 Regulations (CFR) 24 CFR Part 24, 24 CFR Part 984, 24 CFR Part 877 for PBRA Owners, 2
17 CFR Part 200 any applicable OMB Regulations or Circulars, and Handbooks and Notices
18 issued by HUD.
- 19 6. In executing this agreement, the Grantee agrees to abide by the provisions contained within
20 all applicable Federal statutes and regulations, Executive Orders, OMB Circulars, and any
21 assurances and certifications in the final HUD-approved application (the original approved
22 application may have required amendments by the field/applicant), as applicable and as may
23 be amended during the grant term. In particular, the Grantee agrees to comply with the
24 United States Housing Act of 1937 as amended, the FY 2022 FSS NOFO dated 7/28/2022,
25 updated 8/6/2022, 24 CFR part 984, and 2 CFR part 200.

26 27 **ARTICLE II: HUD REQUIREMENTS**

28 29 **SUB-ARTICLE A – GRANT ADMINISTRATION, CONDITIONS REQUIRING** 30 **TERMINATION OF FUNDING**

- 31
- 32 1. The Grantee shall participate in meeting(s) (if requested by HUD) with HUD’s local field
33 office for the purpose of establishing a common understanding and strategy with respect to
34 grant administration, timeline, deliverables, grant objectives, eligible expenses, performance
35 measures, and the scope of work necessary to achieve grant objectives.
- 36 2. The Grantee shall furnish all necessary personnel, materials, services, equipment, and
37 facilities and shall otherwise do all things necessary for, or incidental to, the performance of
38 the activities and tasks set forth in the approved application, and this Grant Agreement
39 (except as otherwise specified).
- 40 3. **Pre-award costs.** Per 2 CFR 200.458, *Pre-award costs are those incurred prior to the*
41 *effective date of the Federal award directly pursuant to the negotiation and in anticipation of*
42 *the Federal award where such costs are necessary for efficient and timely performance of the*
43 *scope of work. Such costs are allowable only to the extent that they would have been*

1 allowable if incurred after the date of the Federal award and only with the written approval
2 of the Federal awarding agency.

3 If the performance period of this grant is later than 1/1/2023, Grantees may request
4 reimbursement for eligible costs incurred between 1/1/2023 and the start of the performance
5 period of this FY2022 FSS grant where such costs were necessary for the efficient and timely
6 performance of eligible activities under a FY22 FSS grant. **Grantees must contact their
7 field office within 60 calendar days of the start of the performance period to request
8 approval for pre-award reimbursement.** Any reimbursements must comply with 2 CFR
9 200.458 and are at HUD's sole discretion.

10 4. The work to be performed under this Grant Agreement is outlined in the FY2022 NOFO.

11 5. The grant funds shall be used only for eligible activities. Refer to the FY2022 FSS NOFO
12 for more information on eligible and ineligible uses of funds.

13 a. **HCV, PH or PBRA Program Functions:** *Per the FY2022 FSS NOFO*, the FSS
14 Coordinator may perform routine HCV, PH, and/or PBRA program functions, such as
15 annual reexaminations for FSS participants, on a limited basis and only if the use of the
16 FSS funds enhances the effectiveness of the FSS Program. This provision is to be
17 employed only to the extent that these functions do not interfere with the FSS Program
18 Coordinator's ability to fully fulfill the role of the FSS Program Coordinator as their
19 primary work. Performance of routine HCV, PH, and/or PBRA functions for non-FSS
20 families does not enhance the effectiveness of the FSS program and is therefore an
21 ineligible use of FSS funds. Additionally, per the FY2022 FSS NOFO, while FSS
22 funds may be used to perform some homeownership functions for FSS families, this
23 may not be the sole function for which funds are used. Sections IV.F.2.b and IV.F.2.c
24 of the FY2022 FSS NOFO describe the requirements that must be met for these
25 activities to be eligible.

26 i. **Grantees requesting to have the FSS coordinator perform HCV/PH/PBRA**
27 **program functions must submit, to their local HUD Field Office, a narrative**
28 **justification, explaining the routine HCV, PH, and/or PBRA program**
29 **function(s) performed by the FSS Program Coordinator, how it will**
30 **enhance the effectiveness of the FSS program, and why it does not impede**
31 **the ability of the FSS Program Coordinator(s) to effectively perform FSS**
32 **functions. The Grantee must also certify that the function(s) is not**
33 **performed for non-FSS families. Once the Grantee has received approval**
34 **from its local HUD Field Office to complete these activities and has certified**
35 **they will not perform them for non-FSS families, they are not required to**
36 **submit this justification on an annual basis, i.e. Grantees only need this**
37 **approval one time.**

38 b. **Family Self-Sufficiency Guidebook and Online Training:**

39 i. HUD strongly encourages Grantees' executive directors, service coordinators,
40 and resident services leadership to review the updated *Administering an*
41 *Effective Family Self-Sufficiency Program: A Guidebook Based on Evidence*
42 *and Promising Practices* (to be published early 2023). This guidebook
43 provides FSS Coordinators, PHAs, owners, and HUD staff with guidance on
44 how to develop and administer a successful and effective FSS program. The

1 old guidebook and other helpful resources can be found on HUD Exchange
2 <https://www.hudexchange.info/programs/fss/#1-introduction>. A new
3 Guidebook will be available in early 2023.

- 4 ii. ***Mandatory FSS Training.*** HUD is in the process of updating the Online
5 *Mandatory Training on the FSS program to reflect changes in the Final Rule.*
6 *The training will provide guidance on how to develop and administer a*
7 *successful FSS program. The old mandatory training can be found at*
8 [https://www.hudexchange.info/trainings/courses/family-self-sufficiency-](https://www.hudexchange.info/trainings/courses/family-self-sufficiency-training/)
9 [training/](https://www.hudexchange.info/trainings/courses/family-self-sufficiency-training/). The updated training will be posted on the FSS Resources page as
10 well as on HUD Exchange sometime in early 2023. *The Grantee is*
11 **required* to have at least one person from each grantee complete the*
12 *updated FSS online training once it is posted. The deadline for compliance*
13 *will be posted at the same time as the training. If the grantee does not*
14 *complete the training by the posted deadline, access to funds will be*
15 *suspended until the grantee is in compliance.* HUD encourages every FSS
16 Coordinator and supervisor/administrator to take the training. **NOFO**

17 **c. Unexpended Funds.** FSS grant funds that remain unexpended by the end of the
18 grant period (e.g., due to FSS coordinator turnover or prolonged absence) **will be**
19 **recaptured and used to make future grants.**

- 20 6. Grantees must adhere to the Program Administration provisions on p. 30-31 of the FY2022
21 NOFO.

- 22 a. The only allowable use of grant funds is salary and fringe benefits for FSS
23 Coordinators – up to 40 hours per week per position. The position may be split
24 among more than one person.
25 b. Grantees are not required to obtain approval for training/travel activities that are part
26 of training stipends under fringe benefits.
27 c. Administrative costs and indirect cost rates are not applicable to this grant.
28 d. Grantees may sub-contract the work of the FSS Program Coordinator.

29 Grantees must have an FSS Action Plan approved by their local field office before enrolling any
30 FSS participants. All existing FSS programs were required to have an FSS Action Plan updated
31 to reflect the Final Rule approved by HUD by no later than November 16, 2022. Renewal
32 Grantees will be denied access to funds pursuant to this grant until that requirement has been
33 met.

- 34 7. New grantees will be required to have an FSS Action Plan approved by their local field office
35 by March 31 of their first year of funding. If an updated FSS Action Plan has been approved
36 prior to this grant, a new Plan is NOT required, but may be submitted.

37 a. Grantees must enroll at least 25 participants in their FSS program prior to 12/31/23 in
38 order to be considered eligible for renewal funding with the FY24 Renewal FSS
39 NOFA.

- 40 8. Grantees must request prior approvals from HUD consistent with 2 CFR 200.308. In
41 addition, should any of the following conditions arise, Grantees are required to submit in
42 writing any changes to the previously approved grant to the local HUD field office:

- 43 a. Any change in the scope, objective, or conditions of the program.

- 1 b. Changes in any subcontracting, or otherwise obtaining the services of a third party
2 to perform activities that are central to the purposes.
3 c. Other changes that may adversely affect the program.
- 4 9. Grantees needing to extend the term of their grant in order to fully accomplish their goals
5 should first speak with their Field Office Grant Administrator for HCV/PH programs or their
6 Grant Specialist for PBRA. Generally, extensions will not be granted unless the grantee does
7 not receive FSS funding or receives less than needed in the following year. If a grantee
8 wishes to request an extension, a written justification explaining why the extension is needed
9 must be submitted to the field office for review and approval. The justification must include
10 a narrative justification explaining why the extension is needed, how much additional time
11 will be required, and the circumstances that require the proposed extension. The local HUD
12 field office may request additional information or documentation to clarify or verify the
13 items included in the written narrative submitted by the Grantee to support the extension.
14 The grantee must also have satisfied all conditions of the Grant Agreement except those that
15 would be fulfilled in the remaining period of the grant. This includes the performance and
16 resolution of audit findings in a timely manner.

17
18 **Grantees should be aware that any extensions are discouraged and may result in a**
19 **negative impact on the Past Performance review in future grant applications.**
20

- 21 10. Any changes requested by the Grantee must be in writing (emails are acceptable). HUD will
22 approve/reject requested changes as appropriate. Generally, HUD will approve such requests
23 within **30 calendar days** of submission. Approved changes will be reflected by an
24 amendment to the Notice of Award and any other documentation as directed by HUD.
25 Amendments will become effective when the Grantee has electronically signed the amending
26 documents.
27

28 **SUB-ARTICLE B: FINANCIAL RESPONSIBILITIES**

29

- 30 1. Prior to initial drawdown of funds, all Grantees must have secured online access to the
31 Internet as a means to communicate with HUD on grant matters. Applicants shall draw down
32 funds using the electronic Line of Credit Control System (e-LOCCS)
- 33 2. The Grantee agrees to comply with the organizational audit requirements of OMB at 2 CFR
34 Part 200 including audit requirements. The final audit report must cover the entire period of
35 the grant. The Grantee must submit the audit to HUD no later than **120 calendar days** after
36 the grant is closed, covering the entire award period originally approved or amended. All
37 other requirements of 2 CFR Part 200 shall apply. For Grantees where an audit is required, a
38 single audit or a program-specific audit is acceptable. If a Grantee chooses a single audit, the
39 final audit report that includes this grant is due no later than **30 calendar days** after the
40 single audit is completed. *According to 2 CFR 200.501, Grantees that expend less than*
41 *\$750,000 in federal awards are exempt from the audit requirement, but records must be*
42 *available for review or audit.*
- 43 3. The Grantee shall minimize the time elapsing between the transfer of funds from HUD and
44 the disbursement of funds. The HUD funds are to be made available based on actual need.

1 The Grantee must make a drawdown *only* for incurred costs. Drawdowns in excess of need
2 may result in special procedures for payments, or termination of the grant when there are
3 persistent violations. Funds requisitioned through e-LOCCS must be disbursed within **three**
4 **calendar days after receipt of funds drawdown.**

5 6 SUB-ARTICLE C: METHOD OF PAYMENT [FUNDS DRAWDOWN] 7

- 8 1. The Grantee may not draw down grant funds until all pre-conditions listed in the Notice of
9 Award, this Grant Agreement, the NOFO or in the award letter, are completed by the Grantee
10 and verified by HUD.
- 11 2. Payments of grant funds shall be through electronic funds transfer using e-LOCCS (Line of
12 Credit Control System). Initial drawdown cannot be earlier than the start date of the grant
13 term. **The basic procedure to establish access to e-LOCCS is as follows:**
 - 14 a. To establish access to e-LOCCS, the Grantee must adhere to the requirements below:
15 http://portal.hud.gov/hudportal/HUD?src=/program_offices/cfo/loccs_guidelines; and
16 complete and submit the following forms:
 - 17 i. HUD-27054 *Line of Credit Access Authorization Form* (for e-LOCCS).
 - 18 ii. SF-1199A *Direct Deposit Sign-Up Form* with sample **voided** check. NOTE:
19 The depositor account on the SF-1199A may be the same receiving account as
20 other HUD programs. (The SF-1199A form is available here:
21 <http://www.gsa.gov/portal/forms/type/SF>).
 - 22 iii. These forms should be sent to the Grantee's local HUD field office for
23 processing. Field office will provide the grant number and program area ID.
 - 24 b. To gain access to HUD Secure Systems in order to use e-LOCCS, the Grantee must
25 follow the instructions as outlined in the e-LOCCS Registration Guide:
26 [http://portal.hud.gov/hudportal/documents/huddoc?id=e-](http://portal.hud.gov/hudportal/documents/huddoc?id=e-LOCCS_registration_guide.pdf)
27 [LOCCS_registration_guide.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=e-LOCCS_registration_guide.pdf).
 - 28 c. The approving official who completes block 6 of HUD form 27054-e is required to
29 register as the **coordinator** in Secure Systems and the user who completes blocks 1-5
30 of HUD form 27054-e is required to register as the **user** in Secure Systems.
- 31 3. After HUD processes the above documents, the Grantee will receive the following:
 - 32 a. The coordinator will receive the user identification number for the individual
33 who will be authorized to draw down the funds from e-LOCCS.
 - 34 b. The Approving Official (who could also be the coordinator) will receive a
35 recertification email every six months to provide continual approval for the individual
36 who will complete the drawdowns. This email is scheduled based on the geographical
37 location of the Grantee and will contain recertification instructions.
 - 38 c. Grantees are required to maintain the integrity and Security of e-LOCCS. Under no
39 circumstances may Grantees share User-IDs. If HUD finds out that Grantees are
40 sharing User-IDs, then HUD will terminate the Grantee's access to e-LOCCS and
41 not reinstate it.
- 42 4. Once the Grantee's staff person who is responsible for completing drawdowns and their
43 approving official has made role assignments in e-LOCCS, the Grantee is technically

1 equipped to request drawdowns. An e-LOCCS Getting Started Guide can be obtained
2 from: https://www.hud.gov/sites/documents/E-LOCCS_REGISTRATION_GUIDE.PDF

- 3 5. If at any time, the user (person who completes blocks 1-5 of HUD form 27054-e) vacates
4 their position within the organization, the Approving Official must complete HUD form
5 27054-e to terminate the user's access and forward that form to their local HUD field
6 office. The form should not contain the Social Security number of the employee who has
7 left the organization as that is a security violation since the user is no longer available to
8 sign the e-LOCCS form. The Grantee must designate a new user, by completing another
9 HUD form 27054-e. Similarly, if the Approving Official (person who completed block 6 of
10 HUD form 27054-e) leaves or changes their position, the new Approving Official must
11 execute the Change of Approving Official Letter.
- 12 6. If you are suspended from e-LOCCS due to 90 days of inactivity, the next time you access
13 e-LOCCS:
- 14 • You will be prompted to answer 1 of your 3 personal security questions
15 previously entered in e-LOCCS.
 - 16 • If you are unable to answer any of the 3 questions, you will be instructed to call OCFO
17 Security and provide your previously entered personal 5-digit e-LOCCS PIN.
 - 18 • If you are unable to correctly provide your 5-digit PIN;
 - 19 ○ Regular users will have their e-LOCCS access terminated and must
20 submit another 27054E e-LOCCS security form to be reinstated.
 - 21 ○ Approving Officials will be required to fax a form letter to OCFO
22 Security requesting reinstatement.

23 **7. E-LOCCS Program Edits.**

- 24 a. E-LOCCS will automatically perform a series of review edits (both generic and
25 program specific) of each payment request. Failure of one of the program edits
26 will cause the payment request to be referred to the HUD field office for review.
27 b. The HUD field office will complete the review. The request will remain in the
28 system and further drawdowns will not be allowed until that review is complete
29 and the drawdowns approved or rejected.
- 30 c. Some HUD field offices may place all Grantees on manual review (in
31 accordance with sub-article H). This means that all requests for reimbursement
32 will be reviewed by e-LOCCS (see sub-paragraph a above) as well as the HUD
33 field office staff with oversight responsibility prior to approving a drawdown
34 request.
- 35 d. The Grantee shall immediately contact the HUD field office when there is a
36 question regarding the request or when the request has been referred to the HUD
37 program office for review. A request will be referred to the program office for
38 review when:
- 39 i. There are requests for over 10% of total grant funds per calendar month.
 - 40 ii. The Grantee attempts to draw over 100% of the grant
 - 41 iii. Failure to submit an annual HUD form SF-425 - *Financial Status Report*,
42 or any other relevant documents as defined by this agreement and 2 CFR
43 part 200. E-LOCCS shall not accept a request for funds if required reports

1 from the Grantee are ten or more days overdue and will not accept future
2 requests until the HUD field office confirms receipt and approval of the
3 reports.

- 4 e. If the Grantee repeatedly fails to submit required forms, e-LOCCS will be
5 converted to a system in which the HUD Field Office will **manually** review each
6 drawdown request prior to releasing funds to the Grantee.
7

8 **SUB-ARTICLE D: AUTHORIZED FUNDS BY BUDGET LINE ITEM NUMBER**
9

- 10 1. Please see Article II, Sub-Article A, Numbers 4 and 5 above.
11 2. The Grantee's budget consists of one Budget Line Item:
12 a. 1168 – FSS Coordinator (salary & fringe)
13

14 **SUB-ARTICLE E: REPORTING REQUIREMENTS (§ 984.401)**
15

16 Grantees must submit a SF-425 to your local HUD field office no later than **120 calendar**
17 **days** after the end of the performance period. The reporting period will cover the
18 performance period of the grant (see Article I, Number 4 above). PHA Grantees must also
19 ensure that reporting on Section 17 of the HUD-50058 (Section 23 of HUD-50058-MTW for
20 Moving to Work PHAs and Section 23 of HUD-50058-MTW-Expansion once that form is
21 implemented) is correct and up to date within the PIC system. PBRA grantees must report
22 annually as required using the Multifamily FSS Reporting Tool and submitting an annual
23 narrative report. If the total Federal share of your Federal award includes more than
24 \$500,000 over the period of performance, you may be subject to post award reporting
25 requirements reflected in Appendix XII to Part 200-Award Term and Condition for Recipient
26 Integrity and Performance Matters.
27

- 28 1. Progress Determination. HUD shall determine the Grantee's progress based upon a review
29 of HUD-50058 Section 17 (and HUD-50058-MTW and HUD-50058-MTW-Expansion
30 Section 23) data submitted to PIC (for PH and HCV programs) and Multifamily FSS annual
31 reporting (for PBRA programs) as well as compliance with financial and reporting
32 requirements.
33 2. Annual Report. All grantees will be required to submit an annual report containing non-
34 participant-specific questions, as approved in the FSS Information Collection PRA. A
35 sample is available
36 https://www.hud.gov/sites/dfiles/PIH/documents/FSS_Annual_Report_for_posting.pdf. The
37 request will be sent electronically.
38 3. Record Management. The HUD field office shall maintain official records on Grantees'
39 performance measures and progress reports. However, Grantees must also maintain such
40 records, including the SF-425, HUD review, and/or evaluations.
41 4. Documentation. You shall maintain documentation in participant files (paper or electronic)
42 that corroborate the achievement of each interim and final goal in the Contract of
43 Participation such that an outside auditor could verify the fulfillment of the Contract of
44 Participation. This could include certificates of completion, test scores, pay stubs, receipts,

1 or other third-party verification as available or personal certifications if third-party
2 verification is not available.

- 3 5. Additional Information Requests. You shall comply with all other reporting requirements
4 from time to time established by HUD, in its sole discretion, in connection with FSS. HUD
5 has the authority and total discretion to request the Grantee to report information or produce
6 documents to HUD related to or involving the administration of the grant at any time and
7 without need to establish cause. Failure to comply with such a request may serve as a basis
8 for default and grant termination. You also agree you will:
- 9 a. fully cooperate with all information gathering requests made by HUD or contractors
10 of HUD in the course of authorized evaluations of FSS; and
 - 11 b. if requested, submit any post-closeout reports, in the forms prescribed by HUD, for
12 up to three years from the date of the submission of the annual financial report, per 2
13 CFR 200.333 "Retention requirements for records."
- 14 6. HUD has the authority and total discretion to request the Grantee to report information or
15 produce documents to HUD related to or involving the administration of the grant at any time
16 and without need to establish cause. Failure to comply with such a request may serve as a
17 basis for default and grant termination.

18
19 **SUB-ARTICLE F: ADMINISTRATIVE REQUIREMENTS**
20

- 21 1. Grantees must comply with all HUD program rules and regulations, as they may be amended
22 within the grant term.
- 23 2. Grantees shall maintain, and have access to, copies of documents relating to the award and
24 administration of this grant for at least three years after final closeout date of the grant for
25 inspection by HUD, the Government Accountability Office, or their duly authorized
26 representatives.
- 27 3. Grantees' accounting systems must ensure that HUD funds are not co-mingled with funds
28 from other Federal, State, or local government agencies or other HUD program funds. Funds
29 specifically budgeted and/or received for one program may not be used to support or
30 reimburse another. Where your accounting system cannot comply with this requirement, you
31 must establish a system to provide adequate fund accountability for each program for which
32 you have been awarded funds. Your selection of depository facility (such as a bank for
33 example) shall be compliant with Federal regulations and have insurance from the Federal
34 Deposit Insurance Corporation or the National Credit Union Share Insurance Fund to insure
35 the established account.
- 36 4. Grantees agree to comply with the following requirements for which HUD has enforcement
37 responsibility 2 CFR part 200, including procurement requirements and cost principles set
38 forth in 2 CFR part 200, subpart E.
- 39 5. Equal Opportunity Requirements. Grant funds must be used in accordance with the
40 following:
- 41 a. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)
42 (Nondiscrimination in Federally Assisted Programs) and implementing
43 regulations issued at 24 CFR Part 1.

- b. The Fair Housing and Civil Rights Laws, which encompass the Fair Housing Act and related authorities (cf. 24 CFR 5.105(a)).
 - c. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.
 - d. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
6. The regulations in 24 CFR 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
 7. Drug-free Workplace Requirements (Grants) in 2 CFR 2424.
 8. Restrictions on participation by ineligible, debarred or suspended persons or entities at 2 CFR Part 2424, Subparts A through J, which are applicable to contractors and sub-grantees.

Other applicable regulations.

9. Grantees' computer systems must operate in accordance with HUD's computer systems and software to facilitate any and all electronic documents for conversion to HUD computer systems and software. That is, when sending/transferring documents, or e-mail to HUD, the systems must be compatible so that we receive an exact copy.
10. Grantees' computer and information systems must be able to access HUD's website(s) so that data can be inputted as may be required by the grant; information can be retrieved; and funding through HUD's e-LOCCS system may be accessed.

SUB-ARTICLE G: GRANT CLOSEOUT

1. 2 CFR 200.343 Closeout prescribes uniform closeout procedures for recipients of Federal grants. It is the Grantee's responsibility to comply in full with all closeout reporting requirements and to submit closeout reports in a timely manner.
2. The Grantee should initiate project closeout within **30 calendar days** of the grant's termination date.
3. The Grantee recognizes that the closeout process may entail review by HUD to determine compliance with the Grant Agreement. The Grantee shall cooperate with any and all reviews which may include making available records requested for on-site HUD inspection.
4. Within **120 calendar days** after the Period of Performance End Date the grant or any approved extension (revised end-date), you must submit the following documents to the HUD field office:
 - a. A Certification of Project Completion, which is a statement written and signed by you
 - b. A Certification of Compliance with all requirements of the Grant Agreement, which is a statement written and signed by you
 - c. **Financial Report (SF-425) (see Sub-Article E)**. Grantees must submit an SF-425 for the 12-month period of the grant. This submission also serves as the Grantee's final report which is a cumulative summary of expenditures to date and must indicate

- 1 the exact balance of unexpended funds. (The report shall cover the grant start date to
2 the end of grant).
- 3 5. The HUD local field office will review Preliminary Close-Out Materials to confirm that:
4 a. The amounts on the final FSS Budget and SF-425 agree as to funds approved,
5 obligated, and expended.
6 b. The amount of funds approved and disbursed on the SF-425 agrees with HUD records
7 in e-LOCCS.
8 c. If HUD disbursed more funds than the Grantee expended, the Grantee will
9 immediately remit to HUD the excess funds, without waiting for completion of the
10 final audit.
- 11 6. When the final HUD form SF-425 is approved, the HUD field office will establish the
12 amount due to HUD or recapture any unused grant funds as applicable.
- 13 7. When the HUD field office has determined to its satisfaction that the grant activities were
14 completed and all Federal requirements were satisfied, the HUD field office will execute a
15 closeout amendment to the Grant Agreement with the Grantee.
- 16 8. The Closeout Agreement or clause will include the Grantee's agreement to abide by any
17 continuing Federal requirements.
- 18 9. Failure to submit the required financial report or any required audit report; or to resolve
19 program, financial or audit issues, may result in a suspension or termination of any and/or all
20 HUD grant payments.
- 21 a. If the Grantee does not submit all reports within one year of the period of
22 performance end date, HUD must report the Grantee's material failure to comply with
23 the terms and conditions of the award with the OMB-designated integrity and
24 performance system (currently FAPIIS). HUD may also pursue other enforcement
25 actions per [§ 200.339](#).

26 27 SUB-ARTICLE H: DEFAULT

28 29 Unsatisfactory Performance/Default

- 30
- 31 1. **Default.** A default under this Agreement shall consist of any failure to comply with Federal
32 statutes, regulations, or the terms and conditions of the FSS grant or any material
33 misrepresentation in the application submissions. If HUD determines that the Grantee has
34 defaulted under this Agreement, HUD may take any remedial action legally available,
35 including remedial actions outlined in 2 CFR part 200. Actions that may constitute a default
36 under this Agreement include, but are not limited to:
- 37 a. use of funds provided under this Grant Agreement for any purpose, in any manner or at
38 any time, other than as authorized by this Grant Agreement;
- 39 b. failure to comply with the FSS Program Requirements or any other Federal, State, or
40 local laws, regulations, or requirements applicable in operating the FSS Program;
- 41 c. failure to make any submission under Article II, perform any obligation, or otherwise
42 fail to proceed in a manner consistent with the NOFO application;
- 43 d. any material misrepresentation in any of the required submissions, including, without
44 limit, any misrepresentations in any of the submissions required by Article II); or

- 1 e. failure to comply with, or any material breach of, any other requirements, conditions,
2 or terms of this Grant Agreement.
- 3 2. **Additional Conditions**. If a Grantee defaults under this Agreement, HUD may impose
4 additional conditions, as described in 2 CFR 200.208. Additional conditions will be
5 imposed in compliance with 2 CFR 200.208(c). Additional conditions HUD may impose
6 may include, but are not limited to:
- 7 a. Requiring additional, more detailed financial reports;
8 b. Requiring additional grant monitoring;
9 c. Requiring the Grantee to obtain technical or management assistance;
10 d. Establishing additional prior approvals;
11 e. Requiring the Grantee to follow a HUD-approved detailed schedule of grant
12 activities;
13 f. Requiring HUD manual review and approval of every drawdown request.
- 14 3. **Other Remedies**. If HUD determines that a default cannot be remedied by imposing
15 additional conditions, HUD may, pursuant to 2 CFR 200.339, take one or more of the
16 following actions, as a proportional response:
- 17 g. Temporarily withhold cash payments pending correction of the deficiency by the
18 Grantee or more severe enforcement action by HUD.
19 h. Disallow all or part of the cost of the activity or action not in compliance.
20 i. Wholly or partly suspend or terminate the grant.
21 j. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180
22 and HUD regulations.
23 k. Withhold further grant awards for the program.
24 l. Reduce the FSS Program Grant in the amount affected by the default.
25 m. Recapture any FSS Program Grant funds not obligated by the Grantee.
26 n. Take action against the Grantee under 2 CFR part 2424 and Executive Order 12549
27 with respect to future HUD or Federal grant awards.
28 o. Take other remedies that may be legally available, including requiring
29 reimbursement by the Grantee for grant amounts used improperly.
- 30 4. **Notice of Termination and Opportunity to Object**. If the Grantee materially defaults
31 under this Agreement, HUD may terminate the grant. Any findings regarding a Grantee's
32 failure to abide by the terms of this grant that would support a termination of funding shall
33 be exclusively within HUD's discretion. Additionally, pursuant to 2 CFR 200.340(a)(2),
34 this grant may be terminated in whole or in part by HUD, to the greatest extent authorized
35 by law, if an award no longer effectuates the program goals or agency priorities. If HUD
36 pursues termination of the grant, HUD will follow the termination process established in 2
37 CFR part 200, including providing notice of termination pursuant to 2 CFR 200.341.
38 Pursuant to 2 CFR 200.342, HUD will also provide the Grantee an opportunity to object
39 and provide information and documentation challenging a termination.
- 40 5. **Delinquent Federal Debts**. Consistent with the purposes and intent of 31 U.S.C. 3720B
41 and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a
42 negotiated repayment schedule which is not delinquent or have made other arrangements
43 satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90
44 days of notification of selection, HUD will not make an award of funds to the Grantee but

1 offer the award to the next eligible Grantee. Applicants selected for funding, or awarded
2 funds, must report to HUD changes in status of current agreements covering federal debt. If
3 a previously agreed-upon payment schedule has not been adhered to or a new agreement
4 with the federal agency to which the debt is owed has not been signed, the Grantee will be
5 considered to be in default under this Agreement.
6

7 **SUB-ARTICLE I: GRANT MODIFICATION OR TERMINATION**
8 **BY AGREEMENT BETWEEN HUD AND GRANTEE**
9

- 10 1. HUD and the Grantee may mutually agree to modify this agreement as to time, cost, or
11 activity by using the Notice of Award and/or Grant Agreement in whole or in part, at any
12 time.
13 2. Pursuant to 2 CFR 200.340(a)(3), HUD and the Grantee may mutually agree to terminate the
14 agreement, including for convenience; if HUD and the Grantee agree to terminate the
15 Agreement, the two parties must agree upon the termination conditions, including the
16 effective date and, in the case of partial termination, the portion to be terminated. Pursuant to
17 2 CFR 200.340(a)(4), the Grantee may terminate the Agreement upon sending to HUD
18 written notification setting forth the reasons for such termination, the effective date, and, in
19 the case of partial termination, the portion to be terminated. If either HUD or the Grantee
20 seeks to terminate this agreement, it must provide at least 30 days' advance written notice to
21 the other party.
22

23 **SUB-ARTICLE J: DISPUTES**
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25 Disputes between the Grantee and HUD shall, to the maximum extent possible, be
26 resolved by mutual agreement between the Grantee and the Public Housing Director in the Field
27 Office for PH and HCV programs, or the Asset Management Division Director for PBRA
28 programs (Grant Officer). If agreement cannot be reached, the Grantee can submit, in writing, a
29 disputed issue to the Grant Officer. The Grant Officer will consider the disputed issue and
30 prepare a written decision. The Grantee may appeal the Grant Officer's decision within 30 days
31 after receipt of notification. Appeals will be reviewed by the Director of Community and
32 Supportive Services, Office of Public Housing Investments, 451 7th Street, SW, Room 4130,
33 Washington, D.C. 20410. The decision of the Director of Community and Supportive Services
34 shall be final. However, the Grantee does not waive any legal remedy by agreeing to this
35 provision.
36

37 **SUBARTICLE K: MONEY DAMAGES**
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39 This Grant Agreement does not contemplate money damages for breach of the agreement
40 by HUD. The Grantee is entitled to any relief against HUD for breach of the agreement that is
41 provided by the Administrative Procedure Act.

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3 **ARTICLE III: GRANTEE PERFORMANCE**
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5 HUD will judge performance based upon whether the Grantee achieves the agreed upon
6 activities within grant time limits and within budget and whether the Grantee has produced
7 tangible results through the implementation of grant activities.
8

9 **Program Coordinator.** See the FY2022 FSS NOFO for a sample position description of an
10 FSS Program Coordinator.
11

12 **Public Housing Information Center (PIC).** All PHA FSS programs must report activities of
13 their FSS enrollment, progress, and exit activities of their FSS program participants through
14 required submissions of the form HUD-50058 at least annually. HUD's assessment of the
15 accomplishments of the FSS programs of PHAs funded under this NOFO will be based primarily
16 on PIC system data obtained from forms HUD-50058, HUD-50058-MTW, and HUD-50058-
17 MTW-Expansion. All PBRA programs must report at least annually via the Multifamily FSS
18 Reporting Tool and annual narrative report. HUD requires submission of racial and ethnic data
19 and form (HUD-27061-H) that is often used for that purpose. PBRA properties with FSS
20 programs must submit form HUD-27061-H to their Grant Specialist. For PH and HCV
21 programs, the HUD-50058, HUD-50058-MTW, and HUD-50058-MTW-Expansion forms,
22 which provide racial and ethnic data to HUD's PIC data system, are comparable program forms
23 that must be submitted annually instead of the HUD-27061-H by PHAs for reporting racial and
24 ethnic data for FSS program participants. See Notice PIH 2016-08, and any subsequent
25 amendments to the notice, for information on FSS reporting requirements in PIC. A webcast
26 training on the provisions of PIH 2016-08 was published on August 12, 2016. Also note that
27 HUD updated the warnings and fatal edits related to FSS PIC reporting. All of the preceding
28 documents and information can be found on the FSS webpage at the following address:
29 https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/fss
30

31 **Voucher Management System (VMS).** PHAs must continue to report HCV FSS coordinator
32 expenses into VMS for any HCV FSS funds made available under the FY 2013 (or earlier) HCV
33 FSS NOFO. However, due to the combined funding streams starting with the FY 2014 FSS
34 NOFO, PHAs will no longer use VMS to report HCV FSS coordinator expenses for funds made
35 available under this NOFO. Note that PHAs must continue to enter the amount of HCV FSS
36 escrow deposits and HCV FSS escrow forfeitures into VMS for all funds made available. Also
37 note that amounts expended in excess of the FSS grant for costs associated with the
38 administration of the FSS program which are allocated to the HCV program including the FSS
39 coordinator's salary and benefits as well as additional eligible costs such as office space,
40 computer costs, office supplies, etc. must be reported in VMS as administrative expenses. PHAs
41 with an FSS program serving both PH and HCV families with costs not chargeable to funds
42 awarded under this NOFO will be required to develop a cost allocation method that allocates
43 these expenses fairly between the two programs. See REAC Accounting Brief #23 and any
44 subsequent revisions for more information on how to record and account for FSS expenses.

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ARTICLE IV: GRANTEE MISREPRESENTATION

The Grantee or any subcontractor to the Grantee bound by this instrument who makes or causes to be made a false statement, claim, or misrepresentation, which the Grantee or entity knows or has reason to know is false, may be imprisoned and/or fined in accordance with civil or criminal penalties and/or fines applicable under law, including Title 18 of the United States Code (U.S.C.), Title 31, et seq. (Program Fraud Civil Remedies Act) and any other applicable provisions of Federal, State or local law.