

# **FY23 FSS Agreement**

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1 **FISCAL YEAR 2023**

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

4 **(CFDA Number: 14.896)**

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

6  
7 **FY2023 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 FY2023 Family Self-Sufficiency (“FSS”) Grant from fiscal year 2023, 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 \(NOFO\)](#) (which was a  
18 two-year NOFO and covers FY23 awards) and as defined in Articles II and III.

19 Grant funds will be available in HUD’s electronic Line of Credit Control System (e-  
20 LOCCS) payment system to which the Grantee will be given access (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, 2023 (Consolidated  
25 Appropriations Act, 2023 (Public Law 117-328), approved December 29, 2022. The Notice of  
26 Award 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 FY2023 grants,*  
12 *this will be 1/1/2024 – 12/31/2024.*
- 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 8/4/2022, updated 8/23/2022, the Code  
16 of Federal Regulations (CFR) 24 CFR Part 24, 24 CFR Part 984, 24 CFR Part 877 for PBRA  
17 Owners, 2 CFR Part 200 any applicable OMB Regulations or Circulars, and Handbooks and  
18 Notices 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 8/4/2022,  
25 updated 8/23/2022, 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 1/1/2024, Grantees may request  
4 reimbursement for eligible costs incurred between 1/1/2024 and the start of the performance  
5 period of this FY2023 FSS grant where such costs were necessary for the efficient and timely  
6 performance of eligible activities under a FY23 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 FSS  
11 NOFO.

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

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

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

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

40 i. HUD strongly encourages Grantees' executive directors, service coordinators,  
41 and resident services leadership to review the updated *Administering an  
42 Effective Family Self-Sufficiency Program: A Guidebook Based on Evidence  
43 and Promising Practices* (published January 2023).

44 <https://files.hudexchange.info/resources/documents/FSS-Program->

1 [Guidebook.pdf](#) This guidebook provides FSS Coordinators, PHAs, owners,  
2 and HUD staff with guidance on how to develop and administer a successful  
3 and effective FSS program.

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 on HUD*  
8 *Exchange. The updated training will be posted on the FSS Resources page as*  
9 *well as on HUD Exchange sometime in early 2024. The Grantee is*  
10 *\*required\* to have at least one person from each grantee complete the*  
11 *updated FSS online training once it is posted. The deadline for compliance*  
12 *will be posted at the same time as the training. If the Grantee does not*  
13 *complete the training by the posted deadline, access to funds will be*  
14 *suspended until the grantee is in compliance. HUD encourages every FSS*  
15 *Coordinator and supervisor/administrator to take the training.*

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

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

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

28 **Grantees must have an FSS Action Plan approved by their local field office before enrolling any**  
29 **FSS participants.** All existing FSS programs were required to have an FSS Action Plan updated  
30 to reflect the Final Rule approved by HUD by no later than November 16, 2022.

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

34 a. **New Grantees are automatically eligible for a second year of funding (FY24).**

35 b. **Grantees must enroll at least 25 participants in their FSS program prior to 12/31/24 in**  
36 **order to be considered eligible for renewal funding with the FY25 Renewal funding**  
37 **(unless waived by that funding vehicle.)**

- 38 8. Grantees must request prior approvals from HUD consistent with 2 CFR 200.308. In  
39 addition, should any of the following conditions arise, Grantees are required to submit in  
40 writing any changes to the previously approved grant to the local HUD field office:
- 41 a. Any change in the scope, objective, or conditions of the program.
  - 42 b. Changes in any subcontracting, or otherwise obtaining the services of a third party  
43 to perform activities that are central to the purposes.
  - 44 c. Other changes that may adversely affect the program.

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

14  
15 **Grantees should be aware that any extensions are discouraged and may result in a**  
16 **negative impact on the Past Performance review in future grant applications.**

- 17  
18 10. Any changes requested by the Grantee must be in writing (emails are acceptable). HUD will  
19 approve/reject requested changes as appropriate. Generally, HUD will approve such requests  
20 within **30 calendar days** of submission. Approved changes will be reflected by an  
21 amendment to the Notice of Award and any other documentation as directed by HUD.  
22 Amendments will become effective when the Grantee has electronically signed the amending  
23 documents.

## 24 **SUB-ARTICLE B: FINANCIAL RESPONSIBILITIES**

- 25  
26  
27 1. Prior to initial drawdown of funds, all Grantees must have secured online access to the  
28 Internet as a means to communicate with HUD on grant matters. Applicants shall draw down  
29 funds using the electronic Line of Credit Control System (e-LOCCS)
- 30 2. The Grantee agrees to comply with the organizational audit requirements of OMB at 2 CFR  
31 Part 200 including audit requirements. The final audit report must cover the entire period of  
32 the grant. The Grantee must submit the audit to HUD no later than **120 calendar days** after  
33 the grant is closed, covering the entire award period originally approved or amended. All  
34 other requirements of 2 CFR Part 200 shall apply. For Grantees where an audit is required, a  
35 single audit or a program-specific audit is acceptable. If a Grantee chooses a single audit, the  
36 final audit report that includes this grant is due no later than **30 calendar days** after the  
37 single audit is completed. *According to 2 CFR 200.501, Grantees that expend less than*  
38 *\$750,000 in federal awards are exempt from the audit requirement, but records must be*  
39 *available for review or audit.*
- 40 3. The Grantee shall minimize the time elapsing between the transfer of funds from HUD and  
41 the disbursement of funds. The HUD funds are to be made available based on actual need.  
42 The Grantee must make a drawdown *only* for incurred costs. Drawdowns in excess of need  
43 may result in special procedures for payments, or termination of the grant when there are

1 persistent violations. Funds requisitioned through e-LOCCS must be disbursed within **three**  
2 **calendar days after receipt of funds drawdown.**  
3

#### 4 **SUB-ARTICLE C: METHOD OF PAYMENT [FUNDS DRAWDOWN]** 5

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

1 employee who has left the organization as that is a security violation since the user is no  
2 longer available to sign the e-LOCCS form. The Grantee must designate a new user, by  
3 completing another HUD form 27054-e. Similarly, if the Approving Official (person  
4 who completed block 6 of HUD form 27054-e) leaves or changes their position, the new  
5 Approving Official must execute the Change of Approving Official Letter.

6 5. If you are suspended from e-LOCCS due to 90 days of inactivity, the next time you access  
7 e-LOCCS:

- 8 • You will be prompted to answer 1 of your 3 personal security questions  
9 previously entered in e-LOCCS.
- 10 • If you are unable to answer any of the 3 questions, you will be instructed to call OCFO  
11 Security and provide your previously entered personal 5-digit e-LOCCS PIN.
- 12 • If you are unable to correctly provide your 5-digit PIN;
  - 13 ○ Regular users will have their e-LOCCS access terminated and must  
14 submit another 27054E e-LOCCS security form to be reinstated.
  - 15 ○ Approving Officials will be required to fax a form letter to OCFO  
16 Security requesting reinstatement.

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

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



1  
2           **SUB-ARTICLE D: AUTHORIZED FUNDS BY BUDGET LINE ITEM NUMBER**  
3

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

7           Note: ALL costs are recorded on this one BLI – salary and fringe, including any use of a  
8 training stipend.  
9

10           **SUB-ARTICLE E: REPORTING REQUIREMENTS (§ 984.401)**  
11

- 12 • Grantees must submit a [SF-425](#) to your local HUD field office (or Grant Specialist for PBRA  
13 properties) no later than **120 calendar days** after the end of the performance period. The  
14 reporting period will cover the performance period of the grant (see Article I, Number 4  
15 above).  
16 • PHA Grantees must also ensure that reporting on Section 17 of the HUD-50058 (Section 23  
17 of HUD-50058-MTW for Moving to Work PHAs and Section 23 of HUD-50058-MTW-  
18 Expansion once that form is implemented) is correct and up to date within the PIC system.  
19 • PBRA grantees must report annually as required using the Multifamily FSS Reporting Tool  
20 and must respond to the standard annual report.  
21 • If the total Federal share of your award includes more than \$500,000 over the period of  
22 performance, you may be subject to post award reporting requirements reflected in Appendix  
23 XII to Part 200-Award Term and Condition for Recipient Integrity and Performance Matters.  
24
- 25 1. Progress Determination. HUD shall determine the Grantee’s progress based upon a review  
26 of HUD-50058 Section 17 (and HUD-50058-MTW and HUD-50058-MTW-Expansion  
27 Section 23) data submitted to PIC (for PH and HCV programs) and Multifamily FSS annual  
28 reporting (for PBRA programs) as well as compliance with financial and reporting  
29 requirements.  
30 2. Annual Report. All Grantees will be required to submit an annual report containing non-  
31 participant-specific questions, as approved in the FSS Information Collection PRA. A  
32 [sample](#) is available. The request will be sent electronically.  
33 3. Record Management. The HUD field office shall maintain official records on Grantees’  
34 performance measures and progress reports. However, Grantees must also maintain such  
35 records, including the SF-425, HUD review, and/or evaluations.  
36 4. Documentation. You shall maintain documentation in participant files (paper or electronic)  
37 that corroborate the achievement of each interim and final goal in the Contract of  
38 Participation such that an outside auditor could verify the fulfillment of the Contract of  
39 Participation. This could include certificates of completion, test scores, pay stubs, receipts,  
40 or other third-party verification as available or personal certifications if third-party  
41 verification is not available.  
42 5. Additional Information Requests. You shall comply with all other reporting requirements  
43 from time to time established by HUD, in its sole discretion, in connection with FSS. HUD

1 has the authority and total discretion to request the Grantee to report information or produce  
2 documents to HUD related to or involving the administration of the grant at any time and  
3 without need to establish cause. Failure to comply with such a request may serve as a basis  
4 for default and grant termination. You also agree you will:

- 5 a. fully cooperate with all information gathering requests made by HUD or contractors  
6 of HUD in the course of authorized evaluations of FSS; and
- 7 b. if requested, submit any post-closeout reports, in the forms prescribed by HUD, for  
8 up to three years from the date of the submission of the annual financial report, per 2  
9 CFR 200.333 "Retention requirements for records."

- 10 6. HUD has the authority and total discretion to request the Grantee to report information or  
11 produce documents to HUD related to or involving the administration of the grant at any time  
12 and without need to establish cause. Failure to comply with such a request may serve as a  
13 basis for default and grant termination.

### 14 **SUB-ARTICLE F: ADMINISTRATIVE REQUIREMENTS**

- 15
- 16
- 17 1. Grantees must comply with all HUD program rules and regulations, as they may be amended  
18 within the grant term.
- 19 2. Grantees shall maintain, and have access to, copies of documents relating to the award and  
20 administration of this grant for at least three years after final closeout date of the grant for  
21 inspection by HUD, the Government Accountability Office, or their duly authorized  
22 representatives.
- 23 3. Grantees' accounting systems must ensure that HUD funds are not co-mingled with funds  
24 from other Federal, State, or local government agencies or other HUD program funds. Funds  
25 specifically budgeted and/or received for one program may not be used to support or  
26 reimburse another. Where your accounting system cannot comply with this requirement, you  
27 must establish a system to provide adequate fund accountability for each program for which  
28 you have been awarded funds. Your selection of depository facility (such as a bank for  
29 example) shall be compliant with Federal regulations and have insurance from the Federal  
30 Deposit Insurance Corporation or the National Credit Union Share Insurance Fund to insure  
31 the established account.
- 32 4. Grantees agree to comply with the following requirements for which HUD has enforcement  
33 responsibility 2 CFR part 200, including procurement requirements and cost principles set  
34 forth in 2 CFR part 200, subpart E.
- 35 5. Equal Opportunity Requirements. Grant funds must be used in accordance with the  
36 following:
  - 37 a. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)  
38 (Nondiscrimination in Federally Assisted Programs) and implementing  
39 regulations issued at 24 CFR Part 1.
  - 40 b. The Fair Housing and Civil Rights Laws, which encompass the Fair Housing Act and  
41 related authorities (cf. 24 CFR 5.105(a)).
  - 42 c. The prohibitions against discrimination on the basis of age under the Age  
43 Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at  
44 24 CFR Part 146, and the prohibitions against discrimination against handicapped

1 individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)  
2 and implementing regulations at 24 CFR Part 8.

- 3 d. The requirements of Executive Order 11246 (Equal Employment Opportunity)  
4 and the implementing regulations issued at 41 CFR Chapter 60.
- 5 6. The regulations in 24 CFR 87, related to lobbying, including the requirement that the Grantee  
6 obtain certifications and disclosures from all covered persons.
- 7 7. Drug-free Workplace Requirements (Grants) in 2 CFR 2424.
- 8 8. Restrictions on participation by ineligible, debarred or suspended persons or entities at 2 CFR  
9 Part 2424, Subparts A through J, which are applicable to contractors and sub-grantees.

10  
11 *Other applicable regulations.*

- 12
- 13 9. Grantees' computer systems must operate in accordance with HUD's computer systems and  
14 software to facilitate any and all electronic documents for conversion to HUD computer  
15 systems and software. That is, when sending/transferring documents, or e-mail to HUD, the  
16 systems must be compatible so that we receive an exact copy.
- 17 10. Grantees' computer and information systems must be able to access HUD's website(s) so  
18 that data can be inputted as may be required by the grant; information can be retrieved; and  
19 funding through HUD's e-LOCCS system may be accessed.

20  
21 **SUB-ARTICLE G: GRANT CLOSEOUT**

- 22
- 23 1. 2 CFR 200.343 Closeout prescribes uniform closeout procedures for recipients of Federal  
24 grants. It is the Grantee's responsibility to comply in full with all closeout reporting  
25 requirements and to submit closeout reports in a timely manner.
- 26 2. The Grantee should initiate project closeout within **30 calendar days** of the grant's  
27 termination date.
- 28 3. The Grantee recognizes that the closeout process may entail review by HUD to determine  
29 compliance with the Grant Agreement. The Grantee shall cooperate with any and all reviews  
30 which may include making available records requested for on-site HUD inspection.
- 31 4. Within **120 calendar days** after the Period of Performance End Date the grant or any  
32 approved extension (revised end-date), you must submit the following documents to the  
33 HUD field office:
- 34 a. A Certification of Project Completion, which is a statement written and signed by you
- 35 b. A Certification of Compliance with all requirements of the Grant Agreement, which  
36 is a statement written and signed by you
- 37 c. **Financial Report (SF-425) (see Sub-Article E)**. Grantees must submit an SF-425  
38 for the 12-month period of the grant. This submission also serves as the Grantee's  
39 final report which is a cumulative summary of expenditures to date and must indicate  
40 the exact balance of unexpended funds. (The report shall cover the grant start date to  
41 the end of grant period of performance).
- 42 5. The HUD local field office will review Preliminary Close-Out Materials to confirm that:
- 43 a. The amounts on the final FSS Budget and SF-425 agree as to funds approved,  
44 obligated, and expended.



1 imposed in compliance with 2 CFR 200.208(c). Additional conditions HUD may impose  
2 may include, but are not limited to:

- 3 a. Requiring additional, more detailed financial reports;
- 4 b. Requiring additional grant monitoring;
- 5 c. Requiring the Grantee to obtain technical or management assistance;
- 6 d. Establishing additional prior approvals;
- 7 e. Requiring the Grantee to follow a HUD-approved detailed schedule of grant  
8 activities;
- 9 f. Requiring HUD manual review and approval of every drawdown request.

10 3. **Other Remedies.** If HUD determines that a default cannot be remedied by imposing  
11 additional conditions, HUD may, pursuant to 2 CFR 200.339, take one or more of the  
12 following actions, as a proportional response:

- 13 g. Temporarily withhold cash payments pending correction of the deficiency by the  
14 Grantee or more severe enforcement action by HUD.
- 15 h. Disallow all or part of the cost of the activity or action not in compliance.
- 16 i. Wholly or partly suspend or terminate the grant.
- 17 j. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180  
18 and HUD regulations.
- 19 k. Withhold further grant awards for the program.
- 20 l. Reduce the FSS Program Grant in the amount affected by the default.
- 21 m. Recapture any FSS Program Grant funds not obligated by the Grantee.
- 22 n. Take action against the Grantee under 2 CFR part 2424 and Executive Order 12549  
23 with respect to future HUD or Federal grant awards.
- 24 o. Take other remedies that may be legally available, including requiring  
25 reimbursement by the Grantee for grant amounts used improperly.

26 4. **Notice of Termination and Opportunity to Object.** If the Grantee materially defaults  
27 under this Agreement, HUD may terminate the grant. Any findings regarding a Grantee's  
28 failure to abide by the terms of this grant that would support a termination of funding shall  
29 be exclusively within HUD's discretion. Additionally, pursuant to 2 CFR 200.340(a)(2),  
30 this grant may be terminated in whole or in part by HUD, to the greatest extent authorized  
31 by law, if an award no longer effectuates the program goals or agency priorities. If HUD  
32 pursues termination of the grant, HUD will follow the termination process established in 2  
33 CFR part 200, including providing notice of termination pursuant to 2 CFR 200.341.  
34 Pursuant to 2 CFR 200.342, HUD will also provide the Grantee an opportunity to object  
35 and provide information and documentation challenging a termination.

36 5. **Delinquent Federal Debts.** Consistent with the purposes and intent of 31 U.S.C. 3720B  
37 and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a  
38 negotiated repayment schedule which is not delinquent or have made other arrangements  
39 satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90  
40 days of notification of selection, HUD will not make an award of funds to the Grantee but  
41 offer the award to the next eligible Grantee. Applicants selected for funding, or awarded  
42 funds, must report to HUD changes in status of current agreements covering federal debt. If  
43 a previously agreed-upon payment schedule has not been adhered to or a new agreement

1 with the federal agency to which the debt is owed has not been signed, the Grantee will be  
2 considered to be in default under this Agreement.

3  
4 **SUB-ARTICLE I: GRANT MODIFICATION OR TERMINATION**  
5 **BY AGREEMENT BETWEEN HUD AND GRANTEE**  
6

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

19  
20 **SUB-ARTICLE J: DISPUTES**  
21

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

33  
34 **SUBARTICLE K: MONEY DAMAGES**  
35

36 This Grant Agreement does not contemplate money damages for breach of the agreement  
37 by HUD. The Grantee is entitled to any relief against HUD for breach of the agreement that is  
38 provided by the Administrative Procedure Act.

39  
40  
41 **ARTICLE III: GRANTEE PERFORMANCE**  
42

1 HUD will judge performance based upon whether the Grantee achieves the agreed upon  
2 activities within grant time limits and within budget and whether the Grantee has produced  
3 tangible results through the implementation of grant activities.  
4

5 **Program Coordinator.** See the FY2022 FSS NOFO for a sample position description of an  
6 FSS Program Coordinator.  
7

8 **Public Housing Information Center (PIC) or Housing Information Portal (HIP).**

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

30 **Voucher Management System (VMS).** PHAs must continue to report HCV FSS coordinator  
31 expenses into VMS for any HCV FSS funds made available under the FY 2013 (or earlier) HCV  
32 FSS NOFO. However, due to the combined funding streams starting with the FY 2014 FSS  
33 NOFO, PHAs will no longer use VMS to report HCV FSS coordinator expenses for funds made  
34 available under this NOFO. Note that PHAs must continue to enter the amount of HCV FSS  
35 escrow deposits and HCV FSS escrow forfeitures into VMS for all funds made available. Also  
36 note that amounts expended in excess of the FSS grant for costs associated with the  
37 administration of the FSS program which are allocated to the HCV program including the FSS  
38 coordinator's salary and benefits as well as additional eligible costs such as office space,  
39 computer costs, office supplies, etc. must be reported in VMS as administrative expenses. PHAs  
40 with an FSS program serving both PH and HCV families with costs not chargeable to funds  
41 awarded under this NOFO will be required to develop a cost allocation method that allocates  
42 these expenses fairly between the two programs. See REAC Accounting Brief #26 and PIH

1 Notice 2022-20 and any subsequent revisions for more information on how to record and account  
2 for FSS expenses.

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**ARTICLE IV: GRANTEE MISREPRESENTATION**

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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.