

1 FISCAL YEAR 2016

2
3 FAMILY SELF-SUFFICIENCY PROGRAM GRANT AGREEMENT
4 (Attachment to Form HUD-1044)

5
6 **ARTICLE I: BASIC GRANT INFORMATION AND REQUIREMENTS**
7

- 8 1. This Agreement is between the U. S. Department of Housing and Urban Development (HUD) and the
9 recipient **Name** _____, **State** ____, identified in block 7 on the cover
10 sheet of this agreement, form HUD-1044, hereinafter referred to as the Grantee. The Grantee's
11 application and the HUD grant approval letter, including any special conditions, are incorporated into
12 this agreement.
13
- 14 2. HUD will make \$ _____ available in total grant funds as shown on form HUD-1044 upon
15 grant award and HUD approval.
16
- 17 3. This agreement and the HUD-1044 shall be effective immediately upon signature of **both parties**.
18
- 19 4. Period of performance: The period of performance will be 12 months. *For renewal grantees, the 12-*
20 *month period of performance will generally begin the day after the most recent FSS grant expires.*
21 *PLEASE NOTE: Funds (from this grant or previous FSS grants) not expended by the time that the*
22 *FY17 grant awards go into effect MAY BE recaptured by HUD. HUD will work with grantees to*
23 *determine the most efficient use of granted funds.*
24
- 25 5. Award type: This is a cost-reimbursable, performance-based grant.
26
- 27 6. This Grant Agreement will be governed by the following as they may from time to time be amended:
28 the HUD Appropriations Acts, the United States Housing Act of 1937 as amended, the FY 2016 FSS
29 NOFA dated 3/21/16, the Code of Federal Regulations (CFR) 24 CFR Part 24, 24 CFR Part 984, 2
30 CFR Part 200 any applicable OMB Regulations or Circulars, and Handbooks and Notices issued by
31 HUD.
32
- 33 7. In executing this agreement, the Grantee agrees to abide by the provisions contained within all
34 applicable Federal laws, Executive Orders, OMB Circulars, specifically OMB Circular A-110, any
35 assurances and certifications in the final HUD-approved application (the original approved
36 application may have required amendments by the field/applicant), and 24 CFR Part 984 as
37 applicable.
38

39 **ARTICLE II: HUD REQUIREMENTS**

40
41 **SUB-ARTICLE A – GRANT ADMINISTRATION, CONDITIONS REQUIRING TERMINATION**
42 **OF FUNDING**
43

- 44 1. The Grantee shall participate in meeting(s) (if requested by HUD) with HUD's local field office for
45 the purpose of establishing a common understanding and strategy with respect to grant
46 administration, timeline, deliverables, grant objectives, performance measures, and the scope of work
47 necessary to achieve grant objectives.
48
- 49 2. The Grantee shall furnish all necessary personnel, materials, services, equipment, and facilities and
50 shall otherwise do all things necessary for, or incidental to, the performance of the activities and tasks
51 set forth in the approved application, and this Grant Agreement (except as otherwise specified).
52

- 1 3. The Grantee agrees that costs incurred prior to the execution of this Grant Agreement and
2 implementation of HUD-approved grant activities, shall not be reimbursable by using funds
3 from this grant except where the period of performance is back-dated with HUD approval
4 due to HUD funding cycles.
5
- 6 4. The work to be performed under this Grant Agreement is outlined in NOFA.
7
- 8 5. The grant funds shall be used only for eligible activities. *Per the FY 2016 FSS NOFA, FSS funds may*
9 *be used to perform routine HCV and/or PH program functions only if it enhances the effectiveness of*
10 *the FSS program. The performance of routine HCV/PH program functions may not be such that it*
11 *impedes the ability of the FSS Coordinator(s) to effectively perform FSS functions. Performance of*
12 *routine HCV and/or PH functions for non-FSS families does not enhance the effectiveness of the FSS*
13 *program and is therefore an ineligible use of FSS funds. Additionally, while FSS funds may be used*
14 *to perform homeownership functions for FSS families, this may not be the sole function for which*
15 *funds are used. Refer to the FY 2016 FSS NOFA for more information on eligible and ineligible uses*
16 *of funds.*
17
- 18 6. Should any of the following conditions arise, grantees are required to submit in writing any changes
19 to the previously-approved grant to the appropriate local HUD field office personnel:
20
- 21 a. Any change in the scope, objective, or conditions of the program.
 - 22 b. Changes in any subcontracting, or otherwise obtaining the services of a third party to
23 perform activities that are central to the purposes.
 - 24 c. Other changes that may adversely affect the program.
25
- 26 7. Grantees needing to extend the term of their grant in order to fully accomplish their goals should
27 request an extension in writing sixty calendar days prior to the grant termination date. The request
28 must be submitted to the field office for review and approval. Extensions will generally only be
29 granted if no funding is awarded to the grantee in the following year. The Grantee must also:
30
- 31 a. Submit a narrative justification explaining why the extension is needed, how much
32 additional time will be required, the circumstances that require the proposed extension,
33 the work that will be conducted during the extension period, and the effect a denial would
34 have on the program.
 - 35 b. Have satisfied all special conditions of the grant agreement except those that would be
36 fulfilled in the remaining period of the grant. This includes the performance and
37 resolution of audit findings in a timely manner.
38
- 39 Grantees should be aware that any extensions (other than those caused by HUD funding cycles) may
40 result in a negative impact on the Past Performance review in future grant applications.
41
- 42 8. Any changes requested by the Grantee must be in writing (emails are acceptable). HUD will
43 approve/reject requested changes as appropriate. Approved changes will be reflected by an
44 amendment to this Grant Agreement and issued by a revised HUD-1044 cover sheet with any
45 attached documents as needed to define changes approved. Amendments will become effective upon
46 execution of the HUD-1044 between HUD and the Grantee when both parties have signed the HUD-
47 1044.

- 1
2 9. In general, if the Grantee’s program is not implemented within **60 days of the grant start date (the**
3 **start date is the date both parties sign the HUD-1044 and this Grant Agreement)**, the Grantee
4 must report in writing to the appropriate HUD field office of the steps taken to initiate the program,
5 resulting changes to the timetable, the reason for the delay, and the expected starting date. Any
6 timetable revisions as a result of the delay must be included for HUD approval. Renewal grantees are
7 not subject to this implementation requirement. However, renewal grantees must start drawing down
8 the 2016 funds within 30 days of the period of performance start date (see Article I, Number 4
9 above), unless the grantee justifies in writing to the appropriate HUD field office the delay in
10 drawdown of funds. Also see Subarticle B, Number 3 below. **NOTE:** Failure to comply with this
11 requirement may result in termination of this agreement and recapture of grant funds. PLEASE
12 NOTE: All 2016 FSS grantees are considered renewal grantees.
13
- 14 10. HUD may terminate funding if the Grantee demonstrates an unwillingness or inability to implement
15 and maintain the program; does not use procedures that will minimize the time elapsing between
16 drawdowns and disbursements of grant funds; does not adhere to agreement requirements or special
17 conditions; engages in the improper award or administration of grant subcontracts; does not submit
18 required reports; or produces unacceptable deliverables.
19

20 **SUBARTICLE B: FINANCIAL RESPONSIBILITIES**

- 21
- 22 1. Prior to initial drawdown of funds, all Grantees must have secured online access to the Internet as a
23 means to communicate with HUD on grant matters. Applicants shall draw down funds using the
24 electronic Line of Credit Control System (e-LOCCS)
25
- 26 2. As applicable, the Grantee agrees to comply with the organizational audit requirements of OMB at 2
27 CFR Part 200 including audit requirements. The final audit report must cover the entire period of the
28 grant. The audit must be submitted to HUD no later than **30 days** after the grant is closed, covering
29 the entire award period originally approved or amended. All other requirements of 2 CFR Part 200
30 shall apply. For grantees where an audit is required, a single audit or a program-specific audit is
31 acceptable. If a grantee chooses a single audit, the final audit report that includes this grant is due no
32 later than **30 days** after the single audit is completed. *According to 2 CFR 200.501, grantees that*
33 *expend less than \$750,000 in federal awards are exempt from the audit requirement, but records must*
34 *be available for review or audit.*
35
- 36 3. The Grantee shall minimize the time elapsing between the transfer of funds from HUD and the
37 disbursement of funds. The HUD funds are to be made available based on actual need. The Grantee
38 must make a drawdown *only* for incurred costs. Drawdowns in excess of need may result in special
39 procedures for payments, or termination of the grant when there are persistent violations. Funds
40 requisitioned through LOCCS must be disbursed within **three calendar days after receipt of funds**
41 **drawdown.**
42

43 **SUBARTICLE C: METHOD OF PAYMENT [FUNDS DRAWDOWN]**

- 44
- 45 1. The Grantee may not draw down grant funds until all pre-conditions listed in form HUD-1044, this
46 Grant Agreement, the NOFA or in the award letter, are completed by the grantee and verified by
47 HUD.
48

1 2. Payments of grant funds shall be through electronic funds transfer using e-LOCCS. Initial drawdown
2 cannot be earlier than the start date of the grant term.

3
4 **3. E-LOCCS Program Edits.**

5
6 a. E-LOCCS will automatically perform a series of review edits (both generic and program
7 specific) of each payment request. Failure of one of the program edits will cause the payment
8 request to be referred to the HUD field office for review.

9
10 b. The HUD field office will complete the review. The request will remain in the system and
11 further drawdowns will not be allowed until that review is complete and the drawdowns
12 approved or rejected.

13
14 c. The Grantee shall immediately contact the HUD field office when there is a question
15 regarding the request or when the request has been referred to the HUD program office for
16 review. A request will be referred to the program office for review when:

17
18 i. There are requests for over 10% of total grant funds per calendar month;

19
20 ii. Failure to submit an annual HUD form SF-425 - *Financial Status Report*, as defined
21 by this agreement and 2 CFR part 200. E-LOCCS shall not accept a request for funds
22 if required reports from the Grantee are ten or more days overdue and will not accept
23 future requests until the HUD field office confirms receipt and approval of the reports
24 in LOCCS.

25
26 iii. If the Grantee repeatedly fails to submit required forms, LOCCS will be converted to
27 a system in which the HUD Field Office will **manually** review each drawdown
28 request prior to releasing funds to the Grantee.

29
30 **SUB-ARTICLE D: AUTHORIZED FUNDS BY BUDGET LINE ITEM NUMBER**

31
32 1. Please see Article II, Subarticle A, Number 5 above.

33
34 2. The Grantee's budget consists of one Voucher Budget Line Item: 1168 – FSS Coordinator (salary &
35 fringe)

36
37 **SUBARTICLE E: REPORTING REQUIREMENTS**

38
39 The Grantee must evaluate its activities and submit a SF-425 to HUD. The SF-425 shall be submitted
40 to the Grantee's area ONAP/Public Housing Director in the recipient's local HUD field office
41 no later than January 30, 2018, unless granted an extension by HUD. The reporting period
42 will cover the 2017 Calendar Year (1/1/2017-12/31/2017). Grantees must also ensure that
43 reporting on Section 17 of the HUD-50058 is correct and up to date within the PIC system.

44 1. HUD shall determine the Grantee's progress based upon a review of HUD-50058 Section 17 data
45 submitted to PIC as well as compliance with financial and reporting requirements.

- 1 2. The HUD field office shall maintain official records on the Grantee's performance measures and its
2 progress reports. However, the Grantee must also maintain such records, including the SF-425, HUD
3 review, and/or evaluations.
4

5 **SUBARTICLE F: ADMINISTRATIVE REQUIREMENTS**
6

- 7 1. Grantees must comply with all current HUD program rules and regulations.
8
9 2. The Grantee shall maintain, and have access to, copies of documents relating to the award and
10 administration of this grant for at least three years after final closeout date of the grant for inspection
11 by HUD, the General Accounting Office, or their duly authorized representatives.
12
13 3. The accounting systems of the Grantee must ensure that HUD funds are not co-mingled with funds
14 from other Federal, State, Tribal, or local government agencies or other HUD program funds. Funds
15 specifically budgeted and/or received for one program may not be used to support or reimburse
16 another. Where the Grantee's accounting system cannot comply with this requirement, the Grantee
17 must establish a system to provide adequate fund accountability for each program for which it has
18 been awarded funds. The Grantee's selection of depository facility (such as a bank for example)
19 shall be compliant with Federal regulations and have insurance from the Federal Deposit Insurance
20 Corporation or the National Credit Union Share Insurance Fund to insure the established account.
21
22 4. The Grantee agrees to comply with the following requirements for which HUD has enforcement
23 responsibility:
24
25 a. Administrative requirements of 2 CFR Part 200. These include the procurement
26 requirements as applicable.
27
28 b. Grantees are required to comply with the Cost Principles set forth in 2 CFR Part 200,
29 Subpart E.
30
31 5. Equal Opportunity Requirements. Grant funds must be used in accordance with the following:
32
33 a. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)
34 (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued
35 at 24 CFR Part 1.
36
37 b. The prohibitions against discrimination on the basis of age under the Age Discrimination
38 Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and
39 the prohibitions against discrimination against handicapped individuals under section 504
40 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24
41 CFR Part 8.
42
43 c. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the
44 implementing regulations issued at 41 CFR Chapter 60.
45
46 d. For grantees using their funds to support residents of conventional Public Housing (i.e.
47 not Housing Choice Vouchers), the requirements of Section 3 of the Housing and Urban
48 Development Act of 1968, (12 U.S.C. 1701u) State that (1) to the greatest extent feasible,

1 opportunities for training and employment arising in connection with the planning and
2 carrying out of any project assisted with grant funds be given to low-income persons
3 residing within the unit of general local government or the metropolitan area (or non-
4 metropolitan county) as determined by HUD, in which the project is located; and (2) to
5 the greatest extent feasible, contracts for work to be performed in connection with any
6 such project be awarded to business concerns, including but not limited to individuals or
7 firms doing business in the field of planning, consulting, design, architecture, building
8 construction, rehabilitation, maintenance, or repair, which are located in or owned in
9 substantial part by persons residing in the same metropolitan area (or non-metropolitan
10 county) as the project.

- 11
- 12 6. The regulations in 24 CFR 87, related to lobbying, including the requirement that the Grantee obtain
- 13 certifications and disclosures from all covered persons.
- 14
- 15 7. Drug-free Workplace Requirements (Grants) in 24 CFR 2424.
- 16
- 17 8. Restrictions on participation by ineligible, debarred or suspended persons or entities at 24 CFR Part
- 18 2424, Subparts A through J, which are applicable to contractors and subgrantees.
- 19
- 20 9. Other applicable regulations.
- 21
- 22 10. The Grantee's computer systems must operate in accordance with HUD's computer systems and
- 23 software to facilitate any and all electronic documents for conversion to HUD computer systems and
- 24 software. That is, when sending/transferring documents, e-mail, or CDs to HUD, the systems must be
- 25 compatible so that HUD receives an exact copy.
- 26
- 27 11. The Grantee's computer and information systems must be able to access HUD's website(s) so that
- 28 data can be inputted as may be required by the grant; information can be retrieved; and funding
- 29 through HUD's E-LOCCS system may be accessed.
- 30

31 **SUB-ARTICLE G: GRANT CLOSEOUT**

- 32
- 33 1. Code of Federal Regulations (CFR), 2 CFR Part 200 prescribes uniform closeout procedures for
- 34 Federal cooperative agreements/grant agreements.
- 35
- 36 2. It is the responsibility of the Grantee to comply in full with all closeout-reporting requirements and to
- 37 submit closeout reports in a timely manner.
- 38
- 39 3. The Grantee shall initiate project closeout within 30 days of the grant's termination date. At HUD's
- 40 option, the Grantee may delay initiation of project closeout until the resolution of any HUD
- 41 monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.
- 42
- 43 4. The Grantee recognizes that the closeout process may entail review by HUD to determine compliance
- 44 with the grant agreement. The Grantee shall cooperate with any and all reviews which may include
- 45 making available records requested for on-site HUD inspection.
- 46
- 47 5. Within **30 days** after the end date of the grant or any approved extension (revised end-date), the
- 48 following documents must be submitted by the Grantee to the HUD field office:

- a. A certification of project completion which is a statement signed by the grantee.
 - b. A certification of compliance with all requirements of the grant agreement which is a statement signed by the grantee
 - c. **Financial Report (SF-425) (see Subarticle E).** For FSS, the Grantee submits an SF-425 for the 12-month period of the grant. This submission also serves as the grant's final report which is a cumulative summary of expenditures to date and must indicate the exact balance of unexpended funds. (The report shall cover the grant start date to the end of grant). When the final HUD form SF-425 is approved, the HUD field office will establish the amount due to HUD or cancel (recapture) any unused grant funds as applicable.
6. When the HUD field office has determined to its satisfaction that the grant activities were completed and all Federal requirements were satisfied, the HUD field office will execute a closeout amendment to the Grant Agreement with the Grantee.
 7. The Closeout Agreement or clause will include the Grantee's agreement to abide by any continuing Federal requirements.
 8. Failure to submit the required financial report or any required audit report; or to resolve program, financial or audit issues, may result in a suspension or termination of any and/or all HUD grant payments.

SUB-ARTICLE H: DEFAULT

1. **Definition.** A default under this Agreement shall consist of *using grant funds for a purpose other than as authorized by this agreement*; any noncompliance with legislative, regulatory, or other requirements applicable to this Agreement; any other material breach of this Agreement; or any material misrepresentation in the application submissions.
2. **HUD Preliminary Determination of Default.** If HUD makes an initial determination that the Grantee is in default, HUD will give the Grantee written notice of this determination and of the corrective or remedial action the Grantee must take in order to avoid default. The Grantee shall have an opportunity to demonstrate, per HUD Handbook 2210.17, and on the basis of substantial facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate or unnecessary, before HUD implements the remedial action.
3. If HUD determines that there is an imminent probability that the Grantee will continue to expend grant funds contrary to this agreement unless HUD takes immediate action, HUD may, at the time of written default notification to the Grantee, order a remedial action appropriate to prevent such expenditure.
4. Corrective or remedial actions that HUD may order under this Agreement include, but shall not be limited to, the following:
 - a. Requiring the Grantee to prepare and follow a HUD approved schedule of actions and/or a plan for properly completing the activities approved under the grant;

- 1
2 b. Discontinuing drawdowns under LOCCS and prohibiting payment or reimbursement for
3 any grant activities or, if more appropriate, for only those activities affected by the
4 default; and
5
6 c. Requiring reimbursement by the Grantee to HUD for grant amounts used improperly.
7

8 5. **Grantee Failure to Remedy Default.** Where HUD determines that remedial actions required by
9 HUD to be taken by the Grantee have not been undertaken as instructed, or will not be effective in
10 correcting the default and to prevent further default, HUD may take the following additional
11 corrective and remedial actions under this Agreement:
12

- 13 a. Put a hold on draws from eLOCCS pending HUD manual review and approval of every
14 drawdown request and permit draws only on a reimbursement basis.
15
16 b. Suspend the Grantee's authority to make drawdowns for affected activities for no more
17 than ninety (90) days pending action to cure the default and to prevent further default by
18 the Grantee, or pending final remedial action by HUD.
19
20 c. Reduce the grant in the amount affected by the default;
21
22 d. Terminate the grant and initiate closeout procedures;
23
24 e. Take action against the Grantee under 24 CFR Part 24 with respect to future HUD or
25 Federal grant awards;
26
27 f. Require reimbursement by the Grantee to HUD for grant amounts used improperly; and
28
29 g. Take any other remedial action legally available.
30

31 **SUBARTICLE I: GRANT MODIFICATION OR TERMINATION**
32 **BY AGREEMENT BETWEEN HUD AND GRANTEE**
33

- 34 1. HUD and the Grantee may mutually agree to modify this agreement as to time, cost, or activity using
35 form HUD-1044 in whole or in part, at any time.
36
37 2. HUD or the Grantee, in accordance with 2 CFR Part 200 may terminate the agreement for
38 convenience, after 30 days advance written notice, if it is in the best interest of any of the parties. The
39 termination notice must specify the reason for the termination action and the proposed effective date.
40

41
42 **SUB-ARTICLE J: DISPUTES**
43

44 During the performance of this grant, disagreements may arise between the Grantee and HUD on various
45 issues. In accordance with 2 CFR 200.341, if a dispute concerning a question of fact arises, after hearing
46 from the Grantee, the HUD Field Office Director shall prepare a final decision, taking into account all
47 facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal
48 any decision by letter to the local HUD Field Office Director, Public Housing Division/Office of Native

1 American Programs of the HUD office administering this Grant Agreement. The decision of the Field
2 Office Director shall be final.

3
4 **ARTICLE III: GRANTEE PERFORMANCE**

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

9
10 **ARTICLE IV: GRANTEE MISREPRESENTATION**

11
12 The Grantee or any subcontractor to the Grantee bound by this instrument who makes or causes to be
13 made a false statement, claim, or misrepresentation, which the Grantee or entity knows or has reason to
14 know is false, may be imprisoned and/or fined in accordance with civil or criminal penalties and/or fines
15 applicable under law, including Title 18 of the United States Code (U.S.C.), Title 31, et seq. (Program
16 Fraud Civil Remedies Act) and any other applicable provisions of Federal, State or local law.
17

1 WITNESS WHEREOF, the parties have executed this Grant Agreement by their duly authorized
2 signatories as of the date signed by both parties.
3
4

5 _____
6 Signature of Grantee DATE

7
8 _____
9 Name and Title

10
11 _____
12 Agency or Organization
13
14
15

16
17 _____
18 Signature of Director, Office of Public DATE
19 Housing or Native American
20 Programs