

1. DATE ISSUED MM/DD/YYYY 02/28/2025	1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 451 7th Street S.W., Washington, DC, DC 20410 NOTICE OF AWARD
2. ASSISTANCE LISTING NUMBER 14.896 - Family Self-Sufficiency Program		
3. ASSISTANCE TYPE Formula Grant		
4. GRANT NO. FSS25AZ5890-01-00 Formerly	5. TYPE OF AWARD Other	
4a. FAIN FSS25AZ5890	5a. ACTION TYPE New	

6. PROJECT PERIOD MM/DD/YYYY From 01/01/2025 Through 12/31/2025	7. BUDGET PERIOD MM/DD/YYYY From 01/01/2025 Through 12/31/2025
---	--

8. TITLE OF PROJECT (OR PROGRAM) Cochise County Family Self-Sufficiency Program	9a. GRANTEE NAME AND ADDRESS COCHISE COUNTY 1415 Melody Ln BLDG A Bisbee, AZ 85603-3039	9b. GRANTEE PROJECT DIRECTOR Mrs. Anita Baca 1415 Melody Lane Bisbee, AZ 85603-0000 Phone: 520-432-8883
---	---	--

10a. GRANTEE AUTHORIZING OFFICIAL Mrs. Anita Baca 1415 Melody Lane, Bldg A Bisbee, AZ 85603-0000 Phone: 520-432-8883	10b. FEDERAL PROJECT OFFICER Tremayne Youmans 451 7th Street S.W., Washington, DC 20410 Phone: 8881112345
---	--

ALL AMOUNTS ARE SHOWN IN USD

11. AWARD COMPUTATION FOR GRANT	
a. Amount of HUD Financial Assistance	80,000.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	80,000.00
12. Total Federal Funds Awarded to Date for Project Period	80,000.00

14. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, HUD ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation cited in remarks or attachment below.
- b. The grant program regulations cited in remarks or attachment below.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of this award by the grantee acknowledges acceptance of these terms and conditions.

13. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a.		d.	
b.		e.	
c.		f.	

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICER: Marianne Nazzaro 451 7th Street S W Washington, DC 20410-0001 Phone: 111-111-1111	ISSUE DATE: 02/28/2025	GRANTEE ACCEPTANCE:	ACCEPTANCE DATE:
---	----------------------------------	----------------------------	-------------------------

15.OBJ CLASS 4120	16a. VENDOR CODE 421541685	16b. EIN 421541685	17a.UEI HKFEJEM7EL88	17b.DUNS 135910581	18. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
19. a. 5-PIH-FSS-GRANT	b. FSS25AZ5890	c. FSS	d. \$80,000.00	e. 86 2427 0350	
20. a.	b.	c.	d.	e.	
21. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 02/28/2025
GRANT NO. FSS25AZ5890-01-00	

AWARD ATTACHMENTS

COCHISE COUNTY

FSS25AZ5890-01-00

1. Fiscal Year 2024 Grant Agreement

FY24 FSS Agreement

TABLE OF CONTENTS

Article I: Basic Grant Information and Requirements

Article II: HUD Requirements

Sub-Article A: Grant Administration, Conditions Requiring Termination of Funding

Sub-Article B: Financial Responsibilities

Sub-Article C: Method of Payment [Funds Drawdown]

Sub-Article D: Authorized Funds by Budget Line-Item (BLI) Number

Sub-Article E: Reporting Requirements

Sub-Article F: Administrative Requirements

Sub-Article G: Grant Closeout

Sub-Article H: Default

Sub-Article I: Grant Modification or Termination by Agreement Between HUD and Grantee

Sub-Article J: Disputes

Sub-Article K: Money Damages

Article III: Grantee Performance

Article IV: Grantee Misrepresentation

1 **FISCAL YEAR 2024**

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

4 **(TERMS & CONDITIONS)**

5 **(CFDA Number: 14.896)**

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

7
8 **FY2024 Family Self-Sufficiency**
9 **GRANT AGREEMENT**

10
11 This Grant Agreement (“Grant Agreement”) is made by and between the United States
12 Department of Housing and Urban Development (“HUD”) and the Grantee. The Grantee
13 received a FY2024 Family Self-Sufficiency (“FSS”) Grant from fiscal year 2024, for the
14 operation of a Family Self-Sufficiency Program (“FSS Program”) that is the subject of this Grant
15 Agreement and that is identified on the award obligation document (Notice of Award).

16 HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to
17 the Grantee, in the total amount listed on the Notice of Award, for the activities described in
18 the **Family Self-Sufficiency Grant Program General Funding Requirements and**
19 **Procedures - PIH 2024-32 and **FY2024 Family Self-Sufficiency Grant Program Annual****
20 **Funding Notification and Application Process - PIH 2024-33 and as defined in Articles II**
21 **and III.**

22 Grant funds will be available in HUD’s electronic Line of Credit Control System
23 (eLOCCS) payment system to which the Grantee will be given access (with proper
24 documentation) to draw down these funds.

25 The assistance that is the subject of this Grant Agreement is authorized by and required to
26 be used in accordance with Section 23 of the United States Housing Act of 1937. Funding for
27 this program is authorized by the Consolidated Appropriations Act, 2024 (Public Law 118-42,
28 approved March 9, 2024). The requirements stated in the FY24 FFS General Funding and FY24
29 Annual Funding Notices, Notice of Award are incorporated into the terms of this Grant
30 Agreement. As such, HUD and the Grantee are hereby bound by those requirements, in addition
31 to the

32 following terms and conditions of this Grant Agreement:

33
34 **ARTICLE I: BASIC GRANT INFORMATION AND REQUIREMENTS**

35
36 The FSS Program supports the Department’s strategic goal of increasing economic opportunity
37 for HUD-assisted families. FSS provides grants to Public Housing Agencies (PHAs) and owners
38 of HUD-assisted multifamily housing properties to support the salaries of FSS Program
39 Coordinators who assist participating families receiving housing assistance through the Housing
40 Choice Voucher (HCV), Project-Based Voucher (PBV), Public Housing (PH), and Project Based
41 Rental Assistance (PBRA) programs. FSS Program Coordinators develop local strategies to

1 connect participating families to public and private resources to increase their earned income and
2 financial empowerment, reduce or eliminate the need for welfare assistance, and make progress
3 toward economic independence and self-sufficiency. "Self-sufficiency" is defined as an FSS
4 family is no longer receiving Section 8, public housing assistance, or any Federal, State, or local
5 rent, homeownership subsidies, or welfare assistance. Achievement of self-sufficiency, although
6 an FSS program objective, is not a condition for receipt of the FSS escrow account funds. See 24
7 CFR 984.103.

8
9 The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant
10 Agreement in accordance with the following requirements, as such requirements now exist or as
11 they may hereafter be amended (hereafter collectively referred to as the "Family Self-Sufficiency
12 Program Requirements"):

- 13
- 14 1. Award type: This is a cost-reimbursable, performance-based grant.
- 15 2. The Grantee's application including any special conditions, is incorporated into this
16 agreement.
- 17 3. This agreement shall be effective immediately upon electronic signature of the Grantee in
18 GrantSolutions.
- 19 4. Period of performance: The period of performance will be 12 months. *For FY2024 grants,*
20 *this will be 1/1/2025 – 12/31/2025.*
- 21 5. This Grant Agreement will be governed by the following as they may from time to time be
22 amended during the grant term: the applicable Consolidated Appropriations Acts, the United
23 States Housing Act of 1937, as amended, **Family Self-Sufficiency Grant Program**
24 **General Funding Requirements and Procedures - PIH 2024-32** and **FY2024 Family Self-**
25 **Sufficiency Grant Program Annual Funding Notification and Application Process - PIH**
26 **2024-33**, any applicable HUD regulations, Handbooks, and Notices, such as 24 CFR Part
27 24, 24 CFR Part 984, 24 CFR Part 877 for PBRA Owners, 2 CFR Part 200, and any
28 applicable OMB Regulations or Circulars..
- 29 6. In executing this agreement, the Grantee agrees to abide by the provisions contained within
30 all applicable Federal statutes and regulations, Executive Orders, OMB Circulars, and any
31 assurances and certifications in the final HUD-approved application (the original approved
32 application may have required amendments by the field/applicant), as applicable and as may
33 be amended during the grant term. In particular, the Grantee agrees to comply with the
34 United States Housing Act of 1937 as amended, **Family Self-Sufficiency Grant Program**
35 **General Funding Requirements and Procedures - PIH 2024-32** and **FY2024 Family Self-**
36 **Sufficiency Grant Program Annual Funding Notification and Application Process - PIH**
37 **2024-33**, 24 CFR part 984, and 2 CFR part 200.

38 39 **ARTICLE II: HUD REQUIREMENTS**

1 performing FSS program functions (in accordance with the any applicable statutory or
2 regulatory requirements, and guidance, as well as 2 CFR Part 200).

3 1. *Training Stipend.* FSS applicants may include a training allowance in your
4 calculation of salary and fringe benefits. This may include associated travel costs
5 for out-of-area trainings and membership in professional organizations.

6 2. *Job Sharing.* The funds awarded per eligible FSS coordinator position may
7 support multiple staff through job sharing. However, the number of hours billed to
8 the grant for each funded position may be no more than the “Full-Time
9 Equivalent.” This is typically 40 hours, unless defined differently for all employees
10 at your organization.

11 **B. Ineligible Expenses.** FSS funds may not be used for the following purposes (in
12 accordance with the FSS statute, rules, and guidance, as well as 2 CFR Part 200):

13 1. *Administrative Expenses*

14 2. *Direct Services for FSS program participants*

15 3. *The Resident Opportunities and Self-Sufficiency (ROSS), Jobs Plus, or other
16 Supportive Services Program*

17 4. *Routine Public Housing, Project-based Rental Assistance, or Housing Choice
18 Voucher program functions (unless approved as below)*

19 5. *Homeownership functions performed for families not enrolled in the FSS
20 program*

21 6. *A contract administrator, an overall grant administrator, or a financial
22 management agent that oversees the implementation or financial aspects of the
23 grant*

24 7. *Indirect costs, including an Indirect Cost Rate*

25
26 **6. HCV, PH or PBRA Program Functions: Per Family Self-Sufficiency Grant Program**
27 **General Funding Requirements and Procedures - PIH 2024-32 Section IV, , should FSS**
28 **Program Coordinators undertake standard housing operation duties—for instance, rental**
29 **calculations and reexaminations—HUD's prior written approval is mandatory. In such approval**
30 **requests, grantees must demonstrate that these duties are limited to FSS participants,**
31 **advantageous to the FSS program, not excessively time-consuming, and that they do not impede**
32 **the program's execution. Per FY2024 Family Self-Sufficiency Grant Program Annual**
33 **Funding Notification and Application Process - PIH 2024-33 Section III, B, Programs may**
34 **seek HUD approval to perform these functions only if all of the following conditions are met:**

35 i. *They are only performing these functions for FSS participants*

36 ii. *Performing these functions enhances the effectiveness of the FSS program*

37 iii. *They are able to fully fulfill their primary roles as FSS coordinators*

38 iv. *FSS coordinators are not being used to fill in or replace traditional staff* In order for
39 these activities to be eligible, **Grantees requesting to have the FSS coordinator perform**
40 **HCV/PH/PBRA program functions must submit, to their local HUD Field Office (for PIH) or**
41 **Grant Specialist (for PBRA), a narrative justification, explaining the routine HCV, PH,**
42 **and/or PBRA program function(s) performed by the FSS Program Coordinator, how it will**

1 *enhance the effectiveness of the FSS program, and why it does not impede the ability of the*
2 *FSS Program Coordinator(s) to effectively perform FSS functions. The Grantee must also*
3 *certify that the function(s) is not performed for non-FSS families. Once the Grantee has*
4 *received approval from its local HUD Field Office/Grant Specialist to complete these activities*
5 *and has certified they will not perform them for non-FSS families, they are not required to*
6 *submit this justification on an annual basis, i.e. Grantees only need this approval one time.*
7
8

9 7. Grantees must adhere to the FSS Program Administration provisions in **Family Self-**
10 **Sufficiency Grant Program General Funding Requirements and Procedures - PIH 2024-32**
11 **and FY2024 Family Self-Sufficiency Grant Program Annual Funding Notification and**
12 **Application Process - PIH 2024-33**, and any applicable statutory or regulatory requirements,
13 which may include HUD Handbooks, and notices.

- 14 a. Grantees are not required to obtain approval for training/travel activities that are
15 part of training stipends under fringe benefits.
- 16 b. Grantees may sub-contract the work of the FSS Program Coordinator. Grantees
17 must have an FSS Action Plan approved by their local field office before
18 enrolling any FSS participants. All existing FSS programs were required to have
19 an FSS Action Plan updated to reflect the Final Rule approved by HUD by no
20 later than November 16, 2022 or within the first year of their program. All FY24
21 grantees are renewals and should have already met this requirement.
- 22 c. **Mandatory FSS Training.** HUD has posted the updated Online Mandatory
23 Training on the FSS program to reflect changes in the Final Rule. The training
24 will provide guidance on how to develop and administer a successful FSS
25 program. Each grantee is **required** to have at least one person complete the
26 updated FSS online training. Access to funds will be suspended until the grantee
27 is in compliance. HUD encourages every FSS Coordinator and
28 supervisor/administrator to take the training.
- 29 d. **Family Self-Sufficiency Guidebook and Online Training:** HUD strongly
30 encourages Grantees' executive directors, service coordinators, and resident
31 services leadership to review the updated Administering an Effective Family Self-
32 Sufficiency Program: A Guidebook Based on Evidence and Promising Practices
33 (published January 2023). This guidebook provides FSS Coordinators, PHAs,
34 owners, and HUD staff with guidance on how to develop and administer a
35 successful and effective FSS program.

36
37
38 6. All grantees must serve the minimum number of participants required by the funding notices,
39 and any applicable statutory or regulatory requirements, which may include HUD
40 Handbooks, and other notices.

41 7. Grantees must request prior approvals from HUD consistent with 2 CFR 200.308, and any
42 applicable FSS programmatic requirements. In addition, should any of the following

1 conditions arise, Grantees are required to submit in writing any changes to the previously
2 approved grant to the local HUD field office:

- 3 a. Any change in the scope, objective, or conditions of the program.
- 4 b. Changes in any subcontracting, or otherwise obtaining the services of a third party
5 to perform activities that are central to the purposes.
- 6 c. Other changes that may adversely affect the program.

- 7
8
- 9 8. Any changes requested by the Grantee must be in writing (emails are acceptable). HUD will
10 approve/reject requested changes as appropriate. Generally, HUD will approve such requests
11 within **30 calendar days** of submission. Approved changes will be reflected by an
12 amendment to the Notice of Award and any other documentation as directed by HUD.
13 Amendments will become effective when the Grantee has electronically signed the amending
14 documents.

15
16

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

- 18
- 19 1. Prior to initial drawdown of funds, all Grantees must have secured online access to the
20 Internet as a means to communicate with HUD on grant matters. Applicants shall draw down
21 funds using the electronic Line of Credit Control System (eLOCCS).
 - 22 2. Grantees should draw down as often as costs are incurred or as often as logistically possible
23 for the grantee agency. Grantees may only draw on actual costs incurred, not estimated or
24 future anticipated costs.
 - 25 3. Funds requisitioned through eLOCCS must be disbursed within **three calendar days after**
26 **receipt of funds drawdown**. *The Grantee must make a drawdown only for incurred costs.*
27 *This means no estimated draws or draws for future expenses.* Drawdowns in excess of an
28 eligible HUD-approved expense may result in special procedures for payments, or
29 termination of the grant when there are persistent violations.
 - 30 4. The Grantee agrees to comply with the organizational audit requirements of OMB at 2 CFR
31 Part 200.. The final audit report must cover the entire period of the grant. The Grantee must
32 submit the audit to HUD no later than **120 calendar days** after the grant is closed, covering
33 the entire award period originally approved or amended. All other requirements of 2 CFR
34 Part 200 shall apply. For Grantees where an audit is required, a single audit or a program-
35 specific audit is acceptable. If a Grantee chooses a single audit, the final audit report that
36 includes this grant is due no later than **30 calendar days** after the single audit is completed.
37 *According to 2 CFR 200.501, Grantees that expend less than \$750,000 in federal awards are*
38 *exempt from the audit requirement, but records must be available for review or audit.*
39 eLOCCS
 - 40 5. **Requests for Extension of Period of Performance and Unexpended Funds.** If a Grantee
41 requires an extension, a written extension request for good cause must be submitted to the
42 field office for review and approval. The extension request must include: (1) a narrative

1 explaining the circumstances for the extension is needed; (2) the requested extension
2 period; and (3) the Grantee's plan on fulfilling the grant agreement within the proposed
3 extension period.

4 Future funding may be offset by amounts remaining in the current grant, as described in the
5 FSS Funding Notice. In this case, extensions would be granted if. Extensions may also be
6 granted if following-year funding is not applied for/awarded and grantees have funds
7 remaining and are continuing their program. These determinations will be made as part of
8 the funding process.

9
10
11
12 **SUB-ARTICLE C: METHOD OF PAYMENT [FUNDS DRAWDOWN]**

- 13
14 1. The Grantee may not draw down grant funds until all pre-conditions are completed by the
15 Grantee and verified by HUD.
- 16 a. Grantees must have an FSS Action Plan approved by their local field office before
17 enrolling any FSS participants. All existing FSS programs were required to have an
18 FSS Action Plan updated to reflect the Final Rule approved by HUD by no later than
19 November 16, 2022 or within the first year of their program. All FY24 grantees are
20 renewals and should have already met this requirement.
 - 21 b. **Mandatory FSS Training.** HUD has posted the updated Online Mandatory Training
22 on the FSS program to reflect changes in the Final Rule. The training will provide
23 guidance on how to develop and administer a successful FSS program. Each grantee
24 is **required** to have at least one person complete the updated FSS online training.
25 Access to funds will be suspended until the grantee is in compliance. HUD
26 encourages every FSS Coordinator and supervisor/administrator to take the training.
 - 27 c.
- 28 2. Payments of grant funds shall be through electronic funds transfer using eLOCCS (Line of
29 Credit Control System). Initial drawdown cannot be earlier than the start date of the grant
30 term. All FY24 grantees are renewals so should already have access to eLOCCS,
31 **The basic procedure to establish access to eLOCCS is as follows:**
- 32 a. To establish access to eLOCCS, the Grantee must adhere to LOCCS Guidelines and
33 the requirements below; and complete and submit the following forms:
 - 34 i. (for eLOCCS).
 - 35 ii. SF-1199A Direct Deposit Sign-Up Form with sample voided check. NOTE:
36 The depositor account on the SF-1199A may be the same receiving account as
37 other HUD programs.
 - 38 iii. These forms should be sent to the Grantee's local HUD field office for
39 processing. Field office will provide the grant number. **The program area**
40 **ID for PHA grantees is ROSS. For Multifamily grantees, is SSMF.**

- 1 b. To gain access to HUD Secure Systems in order to use eLOCCS, the Grantee must
2 follow the instructions as outlined in the eLOCCS Registration Guide.
- 3 c. The approving official who completes block 6 of HUD form 27054E is required to
4 register as the **coordinator** in Secure Systems and the user who completes blocks 1-5
5 of HUD form 27054E is required to register as the **user** in Secure Systems.
- 6 3. After HUD processes the above documents, the Grantee will receive the following:
- 7 a. The coordinator will receive the user identification number for the individual
8 who will be authorized to draw down the funds from eLOCCS.
- 9 b. The Approving Official (who could also be the coordinator) will receive a
10 recertification email every six months to provide continual approval for the individual
11 who will complete the drawdowns. This email is scheduled based on the geographical
12 location of the Grantee and will contain recertification instructions.
- 13 c. Grantees are required to maintain the integrity and Security of eLOCCS. Under no
14 circumstances may Grantees share User-IDs. If HUD finds out that Grantees are
15 sharing User-IDs, then HUD will terminate the Grantee's access to eLOCCS and
16 not reinstate it.
- 17 4. Once the Grantee's staff person who is responsible for completing drawdowns and their
18 approving official has made role assignments in eLOCCS, the Grantee is technically
19 equipped to request drawdowns. Please review the eLOCCS Getting Started Guide.
- 20 5. If at any time, the user (person who completes blocks 1-5 of HUD form 27054E) vacates
21 their position within the organization, the Approving Official must complete HUD form
22 27054E to terminate the user's access and forward that form to their local HUD field office.
23 The form should not contain the Social Security number of the employee who has left the
24 organization as that is a security violation since the user is no longer available to sign the
25 eLOCCS form. The Grantee must designate a new user, by completing another HUD form
26 27054E. Similarly, if the Approving Official (person who completed block 6 of HUD form
27 27054E) leaves or changes their position, the new Approving Official must execute the
28 Change of Approving Official Letter.6. If you are suspended from eLOCCS due to 90 days
29 of inactivity, the next time you access eLOCCS:
- 30 • You will be prompted to answer 1 of your 3 personal security questions
31 previously entered in eLOCCS.
- 32 • If you are unable to answer any of the 3 questions, you will be instructed to call OCFO
33 Security and provide your previously entered personal 5-digit eLOCCS PIN.
- 34 • If you are unable to correctly provide your 5-digit PIN;
- 35 ○ Regular users will have their eLOCCS access terminated and must submit
36 another 27054E eLOCCS security form to be reinstated.
- 37 ○ Approving Officials will be required to fax a form letter to OCFO
38 Security requesting reinstatement.
- 39 7. **eLOCCS Program Edits.**
- 40 a. The eLOCCS application will automatically perform a series of review edits (both
41 generic and program specific) of each payment request. Failure of one of the

1 program edits will cause the payment request to be referred to the HUD field
2 office/Grant Specialist for review.

- 3 b. The HUD field office/Grant Specialist will complete the review. The request will
4 remain in the system and further drawdowns will not be allowed until that review
5 is complete and the drawdowns approved or rejected.
- 6 c. Some HUD field offices may place all Grantees on manual review (in
7 accordance with sub-article H). This means that all requests for reimbursement
8 will be reviewed by eLOCCS (see sub-paragraph a above) as well as the HUD
9 field office staff with oversight responsibility prior to approving a drawdown
10 request.
- 11 d. The Grantee shall immediately contact the HUD field office when there is a
12 question regarding the request or when the request has been referred to the HUD
13 program office for review. A request will be referred to the program office for
14 review when:
- 15 i. There are requests for over 10% of total grant funds per calendar month.
 - 16 ii. The Grantee attempts to draw over 100% of the grant
 - 17 iii. Failure to submit an annual HUD form SF-425 - *Financial Status Report*,
18 or any other relevant documents as defined by this agreement and 2 CFR
19 part 200. The eLOCCS application shall not accept a request for funds if
20 required reports from the Grantee are ten or more days overdue and will
21 not accept future requests until the HUD field office confirms receipt and
22 approval of the reports.
- 23 e. If the Grantee repeatedly fails to submit required forms, eLOCCS will be
24 converted to a system in which the HUD Field Office will **manually** review each
25 drawdown request prior to releasing funds to the Grantee.

26
27 **SUB-ARTICLE D: AUTHORIZED FUNDS BY BUDGET LINE ITEM (BLI) NUMBER**

- 28
29 1. Please see Article II, Sub-Article A, Numbers 4 and 5 above.
30 2. The Grantee's budget consists of one Budget Line Item:
31 a. 1168 – FSS Coordinator (salary & fringe)

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

34
35 **SUB-ARTICLE E: REPORTING REQUIREMENTS (24 CFR § 984.401)**

- 36
37 1. Grantees must submit a SF-425 to your local HUD field office (or Grant Specialist for
38 PBRA properties) no later than **120 calendar days** after the end of the performance
39 period. The reporting period will cover the performance period of the grant (see Article
40 I, Number 4 above).
- 41 2. PHA Grantees must also ensure that reporting on Section 17 of the HUD-50058 (Section
42 23 of HUD-50058-MTW for Moving to Work PHAs and Section 23 of HUD-50058-

1 MTW-Expansion once that form is implemented) is correct and up to date within the
2 IMS/PIC system, and any future iterations as required by PIH.

- 3 3. PBRA grantees must report annually as required using the Multifamily FSS Reporting
4 Tool and must respond to the standard annual report.
- 5 4. If the total Federal share of any Federal award, including the award under this grant
6 agreement, includes more than \$500,000 over the period of performance, you may be
7 subject to post award reporting requirements reflected in Appendix XII to Part 200-Award
8 Term and Condition for Recipient Integrity and Performance Matters. See Appendix I to
9 Part 200, Title 2; see also Appendix XII to Part 200, Title 2.
- 10
- 11 5. Progress Determination. HUD shall determine the Grantee's progress based upon a
12 review of HUD-50058 Section 17 (and HUD-50058-MTW and HUD-50058-MTW-
13 Expansion Section 23) data submitted to PIC (for PH and HCV programs) and
14 Multifamily FSS annual reporting (for PBRA programs) as well as compliance with
15 financial and reporting requirements.
- 16 6. Annual Report. All Grantees will be required to submit a response to the annual report
17 survey containing non-participant-specific questions, as approved in the FSS Information
18 Collection PRA. A sample is available on the FSS Resources Page. The request will be
19 sent electronically and a deadline will be set at that time.
- 20 7. Record Management. The HUD field office shall maintain official records on Grantees'
21 performance measures and progress reports. However, Grantees must also maintain such
22 records..
- 23 8. Documentation. Grantees shall maintain documentation in participant files (paper or
24 electronic) that corroborate the achievement of each interim and final goal in the Contract
25 of Participation such that an outside auditor could verify the fulfillment of the Contract of
26 Participation. This could include certificates of completion, test scores, pay stubs,
27 receipts, or other third-party verification as available or personal certifications if third-
28 party verification is not available. The FSS Action Plan requires a policy on
29 documentation.
- 30 9. Additional Information Requests. Grantees shall comply with all other reporting
31 requirements from time to time established by HUD, in its sole discretion, in connection
32 with FSS. Grantees also agree to:
 - 33 a. fully cooperate with all information gathering requests made by HUD or
34 contractors of HUD in the course of authorized evaluations of FSS; and
 - 35 b. if requested, submit any post-closeout reports, in the forms prescribed by HUD,
36 for up to three years from the date of the submission of the annual financial
37 report, per 2 CFR 200.333 "Retention requirements for records."
- 38 10. HUD has the authority and total discretion to request the Grantee to report information or
39 produce documents to HUD related to or involving the administration of the grant at any
40 time and without need to establish cause. Failure to comply with such a request may
41 serve as a basis for default and grant termination.

1
2 **SUB-ARTICLE F: ADMINISTRATIVE REQUIREMENTS**
3

- 4 1. Grantees must comply with all HUD statutory and regulatory program requirements, as they
5 may be amended within the grant term.
- 6 2. Grantees shall maintain, and have access to, copies of documents relating to the award and
7 administration of this grant for at least three years after final closeout date of the grant for
8 inspection by HUD, the Government Accountability Office, or their duly authorized
9 representatives.
- 10 3. Grantees' accounting systems must ensure that HUD funds are not co-mingled with funds
11 from other Federal, State, or local government agencies or other HUD program funds. Funds
12 specifically budgeted and/or received for one program may not be used to support or
13 reimburse another. Where your accounting system cannot comply with this requirement, you
14 must establish a system to provide adequate fund accountability for each program for which
15 you have been awarded funds. Your selection of depository facility (such as a bank for
16 example) shall be compliant with Federal regulations and have insurance from the Federal
17 Deposit Insurance Corporation or the National Credit Union Share Insurance Fund to insure
18 the established account.
- 19 4. Grantees agree to comply with the following requirements for which HUD has enforcement
20 responsibility 2 CFR part 200, including procurement requirements and cost principles set
21 forth in 2 CFR part 200, subpart E.
- 22 5. Equal Opportunity Requirements. Grant funds must be used in accordance with the
23 following:
- 24 a. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)
25 (Nondiscrimination in Federally Assisted Programs) and implementing
26 regulations issued at 24 CFR Part 1.
- 27 b. The Fair Housing and Civil Rights Laws, which encompass the Fair Housing Act and
28 related authorities (cf. 24 CFR 5.105(a)).
- 29 c. The prohibitions against discrimination on the basis of age under the Age
30 Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at
31 24 CFR Part 146, and the prohibitions against discrimination against handicapped
32 individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
33 and implementing regulations at 24 CFR Part 8.
- 34 d. The requirements of Executive Order 11246 (Equal Employment Opportunity)
35 and the implementing regulations issued at 41 CFR Chapter 60.
- 36 6. The regulations in 24 CFR 87, related to lobbying, including the requirement that the Grantee
37 obtain certifications and disclosures from all covered persons.
- 38 7. Drug-free Workplace Requirements (Grants) in Drug-Free Workplace Act of 1988 (41 U.S.C.
39 701 et seq., as amended, and implementing regulations at 2 CFR 2429.
- 40 8. Restrictions on participation by ineligible, debarred or suspended persons or entities at 2 CFR
41 Part 2424, Subparts A through J, which are applicable to contractors and sub-grantees.
42

1 *Other applicable regulations.*
2

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

11 **SUB-ARTICLE G: GRANT CLOSEOUT (24 CFR § 200.344)**
12

- 13 1. Closeout prescribes uniform closeout procedures for recipients of Federal grants. It is the
14 Grantee's responsibility to comply in full with all closeout reporting requirements and to
15 submit closeout reports in a timely manner.
16 2. The Grantee should initiate project closeout within **30 calendar days** of the grant's
17 termination date.
18 3. The Grantee recognizes that the closeout process may entail review by HUD to determine
19 compliance with the Grant Agreement. The Grantee shall cooperate with any and all reviews
20 which may include making available records requested for on-site HUD inspection.
21 4. Within **120 calendar days** after the Period of Performance End Date the grant or any
22 approved extension (revised end-date), you must submit the following documents to the
23 HUD field office:
24 a. A Certification of Project Completion, which is a statement written and signed by you
25 b. A Certification of Compliance with all requirements of the Grant Agreement, which
26 is a statement written and signed by you
27 c. **Financial Report (SF-425) (see Sub-Article E)**. Grantees must submit an SF-425
28 for the 12-month period of the grant. This submission also serves as the Grantee's
29 final report which is a cumulative summary of expenditures to date and must indicate
30 the exact balance of unexpended funds. (The report shall cover the grant start date to
31 the end of grant period of performance).
32 5. The HUD local field office will review Preliminary Close-Out Materials to confirm that:
33 a. The amounts on the final FSS Budget and SF-425 agree as to funds approved,
34 obligated, and expended.
35 b. The amount of funds approved and disbursed on the SF-425 agrees with HUD records
36 in eLOCCS.
37 c. If HUD disbursed more funds than the Grantee expended, the Grantee will
38 immediately remit to HUD the excess funds, without waiting for completion of the
39 final audit.
40 6. When the final HUD form SF-425 is approved, the HUD field office will establish the
41 amount due to HUD or recapture any unused grant funds as applicable.

- 1 7. When the HUD field office has determined to its satisfaction that the grant activities were
2 completed and all Federal requirements were satisfied, the HUD field office will execute a
3 closeout amendment to the Grant Agreement with the Grantee.
- 4 8. The Closeout Agreement or clause will include the Grantee's agreement to abide by any
5 continuing Federal requirements.
- 6 9. Failure to submit the required financial report or any required audit report; or to resolve
7 program, financial or audit issues, may result in a suspension or termination of any and/or all
8 HUD grant payments.
 - 9 a. If the Grantee does not submit all reports within one year of the period of
10 performance end date, HUD must report the Grantee's material failure to comply with
11 the terms and conditions of the award with the OMB-designated integrity and
12 performance system (currently FAPIIS). HUD may also pursue other enforcement
13 actions per § 200.339.

14 SUB-ARTICLE H: DEFAULT

15 **Unsatisfactory Performance/Default**

- 16
- 17
- 18
- 19 1. **Default.** A default under this Agreement shall consist of any failure to comply with Federal
20 statutes, regulations, or the terms and conditions of the FSS grant, any failure to comply with
21 the FSS Funding Notice(s), or any material misrepresentation in the application submissions.
22 If HUD determines that the Grantee has defaulted under this Agreement, HUD may take any
23 remedial action legally available, including remedial actions outlined in 2 CFR part 200.
24 Actions that may constitute a default under this Agreement include, but are not limited to:
 - 25 a. use of funds provided under this Grant Agreement for any purpose, in any manner or at
26 any time, other than as authorized by this Grant Agreement;
 - 27 b. failure to comply with the FSS Program Requirements or any other Federal, State, or
28 local laws, regulations, or requirements applicable in operating the FSS Program;
 - 29 c. failure to make any submission under Article II, perform any obligation, or otherwise
30 fail to proceed in a manner consistent with the Funding Notice application;
 - 31 d. any material misrepresentation in any of the required submissions, including, without
32 limit, any misrepresentations in any of the submissions required by Article II); or
 - 33 e. failure to comply with, or any material breach of, any other requirements, conditions,
34 or terms of this Grant Agreement.
- 35 2. **Additional Conditions.** If a Grantee defaults under this Agreement, HUD may impose
36 additional conditions, as described in 2 CFR 200.208. Additional conditions will be
37 imposed in compliance with 2 CFR 200.208(c). Additional conditions HUD may impose
38 may include, but are not limited to:
 - 39 a. Requiring additional, more detailed financial reports;
 - 40 b. Requiring additional grant monitoring;
 - 41 c. Requiring the Grantee to obtain technical or management assistance;
 - 42 d. Establishing additional prior approvals;

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

41 **SUB-ARTICLE I: GRANT MODIFICATION OR TERMINATION**
42 **BY AGREEMENT BETWEEN HUD AND GRANTEE**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

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

SUB-ARTICLE J: DISPUTES

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

SUBARTICLE K: MONEY DAMAGES

This Grant Agreement does not contemplate money damages for breach of the agreement by HUD. However, the Grantee may be required to reimburse HUD for any funds determined to be misused under the Funding Notice(s), any applicable HUD regulations, Handbooks, and Notices. The Grantee is entitled to any relief against HUD for breach of the agreement that is provided by the Administrative Procedure Act.

ARTICLE III: GRANTEE PERFORMANCE

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

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

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

28 **Voucher Management System (VMS).** Due to the combined funding streams starting with the
29 FY 2014 FSS NOFO, PHAs must not use VMS to report HCV FSS coordinator expenses for
30 funds made available under the Funding Notice, and this Grant Agreement. PHAs must continue
31 to enter the amount of HCV FSS escrow deposits and HCV FSS escrow forfeitures into VMS for
32 all funds made available. Also note that amounts expended in excess of the FSS grant for costs
33 associated with the administration of the FSS program which are allocated to the HCV program
34 including the FSS coordinator's salary and benefits as well as additional eligible costs such as
35 office space, computer costs, office supplies, etc. must be reported in VMS as administrative
36 expenses. PHAs with an FSS program serving both PH and HCV families with costs not
37 chargeable to funds awarded under this Grant Agreement will be required to develop a cost
38 allocation method that allocates these expenses fairly between the two programs. See REAC
39 Accounting Brief #26 and PIH Notice 2022-20 and any subsequent revisions for information on
40 how to record and account for FSS expenses.
41

1 APPENDIX

2
3 **The FSS Program Coordinator is essential for the full execution of the FSS program.**
4 These responsibilities include, but are not limited to, the implementation or supervision of
5 the following activities:

6 A. Develop and maintain an approved FSS Action Plan.

7 B. Establish and maintain partnerships with employers and service providers in the
8 community, including forming a Program Coordinating Committee (PCC) with local service
9 providers for PHAs, to ensure that participants in the Family Self-Sufficiency (FSS) program
10 are connected to supportive services. It is mandatory for PHAs to have a PCC, while owners
11 of PBRA are encouraged to do so.

12 C. Job development functions, such as outreach to potential employers, to support
13 participants in achieving economic independence.

14 D. Increase access to financial capabilities that ultimately help them reach their goals and
15 achieve self-sufficiency and financial stability.

16 E. Design and implement an outreach plan to enroll FSS participant families.

17 F. Execute a Contract of Participation (CoP) between the PHA or PBRA owner and
18 participating families.

19 G. Prepare Individual Training and Services Plans (ITSP) with the designated FSS Head
20 of Household and each additional adult member of the FSS family who elects to participate
21 in the FSS program and appended to the Contract of Participation.

22 H. Ensure that the services and support included in the participants' CoPs are provided on
23 a regular, ongoing and satisfactory basis.

24 I. Monitor participants' progress and connect them with supports to help them fulfill their
25 responsibilities under their CoPs, promote opportunities for them to increase their income,
26 and help address and eliminate barriers to program advancement and graduation.

27 J. Establish and maintain FSS escrow accounts for eligible families, including ensuring
28 that funds are transferred monthly to PHA's or PBRA Owner's financial institution,
29 providing at least an annual statement of the escrow account balance to participants, and
30 ensuring that interest is properly credited.

31 K. Oversee and administer the account of forfeited escrow funds in accordance with 24
32 C.F.R. § 984.305(f)(2) and local policy.
33