

RESOLUTION NO. 2020- 274

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FY20 HOUSING COUNSELING GRANT AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY SUBSTANTIALLY IN THE SAME FORM AS ATTACHED; AMENDING THE FY2020 GENERAL FUND BUDGET TO RECEIVE UNANTICIPATED REVENUE AND AUTHORIZING THE APPROPRIATION TO THE HOUSING DEPARTMENT.**

**RECITALS**

**WHEREAS**, On June 18, 2019 the Board of County Commissioners approved the Health and Human Services Housing and Community Development to apply for grant funding for Housing Counseling from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, On June 17, 2020, St Johns County was notified by HUD of approval as a recipient of grant funds totaling \$21,360.00 for the purpose of housing counseling; and

**WHEREAS**, the additional funding was not anticipated when preparing the Fiscal Year 2019-2020 St Johns County Annual Budget; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions, and requirements of the agreement; and

**WHEREAS**, the County has determined the accepting the terms of the Agreement, and entering into said Agreement will serve the interests of the County.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:**

**Section 1. Incorporation of Recitals.**

The above recitals are incorporated by reference into the body of this resolution and such recitals are adopted as findings of fact.

**Section 2. Approval and Authority to Execute.**

The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the Agreement between the County and The Department of Housing and Urban Development for the FY 2020 NOFA for Housing Counseling and authorizes the County Administrator, or his designee, to execute an agreement substantially in the same form as the attached Agreement on behalf of the County and to recognize unanticipated revenue in the amount of \$ 21,360.00.

**Section 3. Correction of Errors.**

To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County Florida this 21<sup>st</sup> day of July, 2020.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST, Brandon Patty, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 7/23/20





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Office of Housing Counseling  
451 7<sup>th</sup> Street S.W.  
Washington, DC 20410  
[www.hud.gov](http://www.hud.gov) & [espanol.hud.gov](http://espanol.hud.gov)

June 17, 2020

Virginia Campbell  
St. Johns County Board Of County Commissioners  
200 San Sebastian Vw Ste 2300  
St Augustine, FL 32084-8695

SUBJECT: FY 2020 Comprehensive Housing Counseling Program Grant Award  
Grant Number: HC200421042

Dear Virginia Campbell,

I am pleased to inform you that St. Johns County Board Of County Commissioners, 90443 (Grantee) has been conditionally awarded a grant of \$21,360.00 in the first round of FY 2020 funding announcements, to conduct a housing counseling program on behalf of the Department of Housing and Urban Development (HUD). This award is in accordance with HUD's FY 2019 Comprehensive Housing Counseling Grant Program Notice of Funding Availability posted on grants.gov on May 24, 2019. HUD expects to distribute FY 2020 funding in two stages, and this first round award amount will represent the majority of your FY 2020 award.

Funds for this grant award shall be used as follows:

Grant Type: COMPREHENSIVE HOUSING COUNSELING  
Grant Award: **\$21,360.00**

\$21,225.00 to be used for Counseling Services  
\$135.00 to be used for Counselor Certification (exam fees)

Due to FY 2020 appropriations language, funding allocated for housing counseling services must not be used to pay HUD Housing Counselor Certification examination fees. Please see Article IV *Eligible Activities* and Article X *Payment Request* of the Grant Agreement for information on these costs.

In this file, you will find the Grant Award Package Checklist, Form HUD-1044, and the Grant Agreement.

Return one signed copy of the Form HUD-1044, the signed signature page only of the Grant Agreement, and the required documentation as listed in the Grant Award Package Checklist to your HUD Point of Contact (POC) listed below by July 2, 2020.

Required documents must be scanned and emailed to your assigned HUD POC:

Judith Ayers Britton  
judith.a.ayersbritton@hud.gov

Retain the signed Grant Agreement and the original, signed Form HUD-1044 for your records.

Funds will be obligated and made available upon execution of the Grant Agreement, Form HUD-1044, and the timely submission of all the documents and information requested in this letter. Once all information has been reviewed and approved by my staff, we will process the award and establish an account for your organization. Information about procedures for submitting an initial voucher can be found in the Grant Agreement.

As stated in Section II. E of the NOFA, grantees may not draw down on this award until prior years' awards have been fully expended.

If you have any questions or concerns, please contact Judith Ayers Britton, 305-992-5761.

We look forward to a productive partnership with your organization in helping to expand affordable housing opportunities.

Sincerely,



Danberry Carmon  
Associate Deputy Assistant Secretary  
Office of Housing Counseling

Attachments: Grant Award Package Checklist  
Grant Agreement  
HUD-1044

**Office of Housing Counseling**  
**FY 2020 Housing Counseling Grant Award Package Checklist**

- ✓ This is a checklist of required documents grantees must submit to execute their FY 2020 grant awards. See the Grant Agreement detailed requirements of each item.
- ✓ All required documents are due to your assigned HUD Point of Contact (POC) by the date noted in your Grant Award letter.
- ✓ An incomplete package will result in a delay in your organization's ability to execute the grant and access grant funding.

**Form HUD-1044 and Grant Agreement Signature Page**

- HUD-1044 signed and dated
- Grant Agreement signature page signed and dated

**Indirect Cost Rate Documentation**

- Copy of Grantee's Negotiated Indirect Cost Rate Agreement (NICRA), **OR**
- Statement that Grantee has never received a NICRA and elects to charge a de minimis rate of 10% of modified total indirect costs in accordance with 2 C.F.R. Part 200.414, **OR**
- Statement that Grantee does not incur indirect costs or will not apply them to this grant

**Financial Management Systems**

- Certification from the executive director or other qualified professional demonstrating that the organization's financial management systems satisfy the requirements in the applicable regulations at 2 C.F.R. Part 200.302

**Audit**

- A copy of Grantee's most recent audit of financial activities (e.g. single or program-specific audit required under 2 C.F.R. Part 200.501) with completed audit no earlier than fiscal year 2017, **OR**
- A copy of the most recent independent financial audit, no earlier than fiscal year 2017, for Grantees that did not expend \$750,000 or more in Federal awards

**Code of Conduct**

- Verify whether your agency's code of conduct is listed on HUD's Code of Conduct website at [https://www.hud.gov/program\\_offices/spm/gmomgmt/grantsinfo/conductgrants](https://www.hud.gov/program_offices/spm/gmomgmt/grantsinfo/conductgrants) **OR**
- Grantees that have revised a previously submitted Code of Conduct or do not appear on the website listed above must submit a copy of its Code of Conduct that meets the requirements outlined in the enclosed award letter

### **Projected Budget**

- A comprehensive budget itemizing proposed counseling expenses and HUD Housing Counselor Certification examination fees under the Grant. See Article IV of the Grant Agreement for detailed requirements.
  - The budget may be submitted in the format of the Grantee's choosing, such as form HUD-424 CB. If using form HUD-424 CB, entries relevant to the Grant must be made in column 1, "HUD Share." If there are "other direct costs" on line item h, grantee must provide a breakdown of those costs on a separate page.
  - Grantees seeking reimbursement per counseling/education activity, rather than itemizing salaries and other direct costs, must 1) describe their fixed-fee methodology, and 2) ensure that the reimbursement rate does not exceed the actual cost of providing the housing counseling services.
- Intermediaries, State Housing Finance Agencies (SHFAs), and Multi-State Organizations (MSOs) must:
  - include a budget for each subgrantee, and
  - itemize costs not passed through to subgrantees (such as the costs associated of managing a network; oversight, compliance, quality control, training, indirect costs etc.).

### **Projections for Housing Counseling Grant Activities**

- Enter your counseling projections in the HUD Housing Counseling System (HCS).
  - Under the "HUD-9902" menu item, select Projections for NOFA-2020-1.
  - Enter the number of housing counseling activities that the grantee anticipates conducting with the FY2020 grant for each line in Section 8 – Households Receiving Group Education by Purpose, if applicable, and Section 9 Households Receiving One-On One Counseling by Purpose. The screen will display the total values for each line item for the entire funding period.
  - Then click on the "Save as Draft" button.
- Once you have saved your projections as a draft, notify your HUD POC for review and approval.

### **Sub-Allocation List (Intermediaries, MSOs, and SHFAs Only)**

- Enter list of subgrantees and funded branches, and their corresponding award amount sub-allocations, in HCS on the budget allocation screen.

### **Client Management System (CMS)**

- Statement certifying that the organization and subgrantees and funded branches, if applicable, utilize a CMS that meets HUD's requirements and interfaces with HUD's databases for the collection and submission of client-level data, form HUD-9902, and agency profile information.
- Intermediaries, MSOs, and SHFAs: list of all subgrantees and the CMS they utilize

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**HOUSING COUNSELING PROGRAM**  
**FISCAL YEAR 2020 GRANT AGREEMENT**

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THIS GRANT AGREEMENT (“Agreement”) is made between the United States Department of Housing and Urban Development (“HUD” or “Grantor” or “Department”) and the organization specified in block seven of the attached Form HUD-1044 (“Grantee”).

**ARTICLE I**  
**GENERAL**

This Agreement is authorized, governed, and controlled by Section 106 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701x) (“Act”), as amended, and the Further Consolidated Appropriations Act, 2020 (Pub. L. No. 116-94). The purpose of this Agreement is to set forth the terms and conditions under which HUD will provide federal financial assistance to Grantees to carry out a HUD-approved Housing Counseling Program under the Act.

This Agreement is governed and controlled by the following applicable Federal laws, regulations, and documents, which are incorporated by reference, as they may be amended from time to time:

1. Housing Counseling Program regulations contained in 24 CFR Part 214 and any applicable Part 214 waivers;
2. All other applicable Federal Laws, Regulations, and Office of Management and Budget Circulars, including but not limited to the Grants Oversight and New Efficiency Act (“GONE Act”) (Pub. L. 114-117);
3. Notice of Funding Availability (NOFA) for the Department’s Comprehensive Housing Counseling Grant Program (“Housing Counseling NOFA”) for the fiscal year in which Grantee applied and was awarded;
4. HUD Handbook 7610.1 REV-5, Housing Counseling Program, as amended (“Handbook 7610.1. REV-5”) and any applicable Handbook 7610.1 REV-5 waivers;
5. All applicable HUD Mortgagee Letters and Housing Notices;
6. Grantee's application submission, including the application, certifications, assurances, and documentation, to the extent consistent with applicable laws, the Housing Counseling NOFA, if applicable, this Agreement, and Handbook 7610.1 REV-5;
7. Applicable HUD forms, including but not limited to, form HUD-1044, Assistance Award/Amendment, and form HUD-50071, Certification of Payments to Influence Federal Transactions.
8. Grantee's current HUD-approved Housing Counseling Work Plan. A participating agency’s plan to provide specified housing counseling activities and services in a specified geographic area to resolve or mitigate identified community needs and problems as defined in 24 CFR 214.3 and Handbook 7610.1 REV-5;



9. The Grantee's proposed plan and budget for expending Grant Funds awarded pursuant to the Housing Counseling NOFA. Grantee agrees to carry out eligible activities under this Agreement.

## ARTICLE II DEFINITIONS

- A. **“Action Plan”** means the plan that outlines what the Housing Counseling Agency and the Client will do in order to meet the Client's housing goals and, when appropriate, addresses the Client's housing problem.
- B. **“Branch”** means an organizational and subordinate unit of a Local Housing Counseling Agency (“LHCA”), Multi-State Organization (“MSO”), Regional or National Intermediary or State Housing Finance Agency (“SHFA”) (collectively “Parent Organization”), not separately incorporated or organized that participates in HUD's Housing Counseling Program. A Branch must be in good standing under the laws of the state where it proposes to provide housing counseling services. A Branch cannot be a Subgrantee or Affiliate.
- C. **“Client”** means an individual or household who seeks the assistance of an agency participating in HUD's Housing Counseling program to meet a housing need or resolve a housing problem.
- D. **“Client Counseling File”** means the individual file maintained by the housing counseling agency for each counseling Client that documents the Action Plan and the services provided to the Client. Grantees must maintain Client Counseling Files in accordance with HUD Handbook 7610.1 REV-5.
- E. **“Grant Agreement”** means this Agreement.
- F. **“Grantee”** means the HUD-approved counseling agency or SHFA that receives housing counseling funds from HUD pursuant to this Agreement. The term “Grantee” includes the Branches identified in the Grantee's Housing Counseling NOFA Application.
- G. **“Grant or Grant Funds”** mean the federal funds provided by HUD for the purposes outlined in this Agreement.
- H. **“Housing Counseling Work Plan”** means a Grantee's plan to provide housing counseling activities and services in a specified geographic area to resolve or mitigate identified community needs and problems as defined in 24 CFR 214.3 and Handbook 7610.1 REV-5.
- I. **“HUD Point of Contact” or “HUD POC”** means the HUD staff person that monitors the activities of housing counseling Grantees. This individual is responsible for technical and financial oversight and evaluation of the Grantee's performance under this Agreement. The HUD POC reviews and monitors the Grantee's work performance, payment requests, and reports.
- J. **“Local Housing Counseling Agency” or “LHCA”** means a housing counseling agency that directly provides housing counseling services. An LHCA may have a main office, and one or more branch offices, in no more than two contiguous states.

- K. **“Undisbursed Balance”** means the unliquidated obligation amount that remains available for expenditure on an expired award before it is closed out.

### ARTICLE III

#### PERIOD OF PERFORMANCE

- A. **Period of Performance.** The Period of Performance shall begin on October 1, 2019 and expire at 11:59:59 p.m. Eastern Time on March 31, 2021.
- B. **Extensions.** The Grantee does not have the authority to extend the Period of Performance without the prior written approval of HUD. Grantee shall advise the HUD POC in writing as early as possible, but no later than thirty (30) calendar days prior to the scheduled expiration of the Period of Performance if an extension of the Period of Performance is requested. This request must justify and explain the necessity of the requested extension, the specific time frame of the proposed extension, and how the funds will be effectively spent within the proposed extension period. HUD may approve a one-time extension, for good cause, on a case-by-case basis. Only the HUD POC is authorized to approve an extension of the Period of Performance for up to twelve (12) months. This one-time extension may not be exercised merely for the purpose of using unobligated balances.

### ARTICLE IV

#### PROJECTED SERVICES AND BUDGET

- A. **Projected Services**
1. **Scope of Services.** The housing counseling services proposed in the Grantee’s HUD Housing Counseling Work Plan represents the scope of services under this Grant. Grantee shall furnish the necessary personnel, materials, services, facilities and otherwise do all things necessary for, or incidental to, the performance of the work set forth in their HUD Housing Counseling Work Plan.
  2. **Client Projections.** The Grantee will submit projections for the number of Clients to be served under the Grant at the time of Grant execution and submit the projections to the HUD POC for approval. Once approved, any modifications to the Client projections must be approved by the HUD POC via the HUD Housing Counseling System (HCS).
  3. **Change in Scope of Services.** A Grantee must receive approval from the HUD POC before implementing any changes in projected services and budget proposed in its application.
  4. **Staff Changes.** When there is a change in staff or management responsible for the Grantee’s housing counseling program, the Grantee must notify its HUD POC in writing within fifteen business days of the change.

5. **Provision of Services.** To be reimbursed for one-on-one counseling, the Grantee must perform and document housing counseling activities in accordance with HUD Handbook 7610.1 Rev-5, Section 3-5. To be reimbursed for group education, Grantee, must provide formal classes (in person and remote) with established curriculum and instructional goals covering one or more of the eligible topics in 24 CFR 214.3.

B. **Projected Budget.** Grantee must submit a projected budget itemizing all proposed expenses under the Grant and a budget narrative, if necessary. The budget may include salaries, fringe and other employment benefits, travel, training, marketing, outreach, HUD Housing Counseling Certification exam fees, and indirect costs, as applicable. This projected budget must account for all grant funds and must demonstrate the actual cost of service provision.

An amendment(s) to the projected budget may be proposed by the Grantee at any time during the Period of Performance. The initial budget and changes must be approved by the HUD POC prior to any expenditures.

Grantees seeking to utilize a fixed-fee methodology must seek approval from their HUD POC.

Grantees who submitted a HUD-2996 Certification for Opportunity Zone Preference Points under the FY20 CHC NOFA must ensure that their proposed budget reflects the Opportunity Zone expenditure percentage that they certified to on the HUD-2996.

C. **Eligible Activities.** To be eligible for reimbursement as direct costs, costs must be incurred pursuant to one or more of the following activities: (1) housing counseling and group education; (2) oversight, compliance, and quality control; (3) supervision of housing counseling staff; (4) housing counselor training and certification; and (5) marketing and outreach of the housing counseling program to potential clients.

FY 20 awards include a limit on reimbursement of HUD Housing Counselor Certification exam fees.

## ARTICLE V

### SUBCONTRACTS AND SUBGRANTS

A. **General Prohibition Against Subcontracting.** Grantees must deliver the housing counseling services set forth in the Applicant's HUD Housing Counseling Work Plan. It is not permissible to contract out housing counseling services, except as specified in 24 CFR 214.103(i). The general prohibition does not apply to web-based education services and/or the subgrant, transfer, or subcontract for the purchase of supplies, material, equipment, or general support services. If this exception to the general prohibition applies, Grantee shall comply with the applicable procurement standards in HUD regulations at 2 CFR Part 200 and all other requirements.

**ARTICLE VI**  
**ADMINISTRATIVE REQUIREMENTS**

- A. Grantees that are a non-profit organization, state, or unit of general local government shall be subject to the following administrative requirements as they may be amended: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200.

**ARTICLE VII**  
**INSPECTION AND ACCEPTANCE**

Inspection, review, correction, and acceptance of all products of work of this Agreement shall be the responsibility of the HUD POC.

The HUD POC shall inspect and accept the services and deliverables provided under this Agreement.

**ARTICLE VIII**  
**CONDUCT OF WORK**

The HUD POC shall be Grantee's primary point of contact with HUD on all matters of a technical nature. Grantee shall submit all reports or other materials to the HUD POC. The HUD POC may issue written or oral instructions to Grantee to supplement the work plan described in this Grant. Such instructions must be within the Scope of Work set forth in this Agreement and Grantee's NOFA Application, and may not be of such a nature as to affect price, Period of Performance, or any other provisions of this Agreement. The HUD POC may designate a financial management contractor to assist with grant management and the HUD POC shall notify Grantee in writing of the appointment of any financial management contractor.

**ARTICLE IX**  
**PRICE**

- A. **Maximum Grant Amount.** Grantee shall be reimbursed according to the terms of this Agreement for all work required, performed, and accepted under the Agreement in an amount not to exceed the amount shown in block fourteen (14) of the attached Form HUD-1044 ("Maximum Grant Amount"). Grantee shall bear the burden of all costs in excess of the Maximum Grant Amount.
- B. **Designation of Assistance Arrangement.** Grantee shall be paid for its performance of this Agreement according to the type of assistance arrangement designated in block eleven (11) of Form HUD-1044.

- C. **Prior Approval Required for Revisions to Work Plan and Budget.** Grantee shall report and request prior approval from HUD for deviations from its projected services and budget in accordance with the applicable HUD regulations 24 CFR Part 214 and 2 CFR Part 200 and other applicable requirements.
- D. **Cost Reimbursement.** Grantee shall comply with the applicable regulations at 2 CFR 200.305.

1. **Allowable Costs.** HUD shall reimburse Grantee, up to the Maximum Grant Amount as stated in the Housing Counseling NOFA for Allowable Costs. Grantee is prohibited from using any part of this Grant to satisfy a delinquent federal debt.

To be reimbursed, costs must be determined by HUD to be allowable, allocable, and reasonable in accordance with the:

- (A) Provisions of this Agreement and conditions listed in the grant application and;
  - (B) Section IV.F. of the Housing Counseling NOFA and;
  - (C) Applicable Federal cost principles as outlined in 2 CFR 200. Grantee must obtain prior written approval for certain costs as outlined in 2 CFR 200.407. If these regulations are revised or clarified during the period of performance of this Agreement the most recent revision or clarification shall apply.
2. **Indirect Cost Rates.** HUD will respect cost classifications determined in a duly approved negotiated indirect cost rate agreement or cost allocation plan. HUD may require applicants to provide documentation supporting classification of direct and indirect costs. HUD will not reimburse as direct costs those items that are classified as indirect costs in cost rate calculations and applications (see 2 CFR 200.403, 412, and 414). Applicants may choose to take a 10% de minimis indirect cost rate as provided in the Uniform Grant Guidance to cover indirect costs. Normal indirect cost rules apply. If Grantee intends to charge indirect costs to its award, Grantee's application must clearly state the rate and distribution base it intends to use. If Grantee has a Federally negotiated indirect cost rate, the application must also include a letter or other documentation from the cognizant agency showing the approved rate. Successful applicants whose rate changes after the application deadline must submit new rate and documentation.

If Grantee has a federally negotiated indirect cost rate, the application must clearly state the approved rate and distribution base and must include a letter or other documentation from the cognizant agency showing the approved rate. If Grantee has never received a Federally negotiated indirect cost rate and elect to use the de minimis rate, the application must clearly state it intends to use the de minimis rate of 10% of Modified Total Direct Costs (MTDC). As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until Grantee chooses to negotiate for a

rate, which Grantee may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.

For state and local governments, if Grantee's department or agency unit has a Federally negotiated indirect cost rate, the application must include that rate, the applicable distribution base, and a letter or other documentation from the cognizant agency showing the negotiated rate. If Grantee's department or agency unit receives more than \$35 million in direct federal funding per year, it may not claim indirect costs until it receives a negotiated rate from its cognizant agency for indirect costs as provided in Appendix VII to 2 CFR 200.

If the department or agency unit receives no more than \$35 million in direct federal funding per year and Grantee's department or agency unit has developed and maintains an indirect cost rate proposal and supporting documentation for audit in accordance with 2 CFR part 200, Appendix VII, it may use the rate and distribution base specified in that indirect cost rate proposal. Alternatively, if Grantee's department or agency unit receives no more than \$35 million in direct federal funding per year and has never received a Federally negotiated indirect cost rate, it may elect to use the de minimis rate of 10% of MTDC. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Once elected, the de minimis rate must be applied consistently for all Federal awards until Grantee chooses to negotiate for a rate, which it may apply to do at any time. Documentation of the decision to use the de minimis rate must be retained on file for audit.

3. **Period of Availability of Funds.** Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred during the Period of Performance, unless HUD has approved a no-cost extension.
  4. **Profits.** No fee, profit, or other increment above allowable costs shall be paid to Grantee.
- E. **Grantees with Multiple Sources of Funding.** HUD will not reimburse the grantee under this Agreement for time spent providing services that are directly or indirectly reimbursed from any other source, including fees. Grantee shall include in its vouchers only the portion of those counseling services for which the Grantee does not receive reimbursement from any other funding source. HUD reserves the right to request from Grantee, and other stakeholders if applicable, Grant reporting data and other information related to non-HUD sources of funding to verify that HUD is not reimbursing Grantees for activities being billed to another source of funding.
- F. **Burden of Proof.** The burden of proof for services rendered rests with the Grantee. All grant expenditures and their supporting records are subject to inspection and audit by HUD at any time during and after the expiration of the Period of Performance.
- Improper payments may be disallowed and subject to repayment using non-federal funds or an offset to current or future grant awards.
- G. **Restrictions on Use of the Grant Award.** The Grant Funds awarded under this Agreement shall be used in accordance with the terms of this Agreement, the Grant application as approved by HUD, the Housing Counseling NOFA, Handbook 7610.1

REV-5, and applicable Federal laws and regulations. Grant funds may be further restricted in block sixteen (16) of the attached Form HUD-1044.

## ARTICLE X PAYMENT REQUESTS

- A. **General Payment Procedures.** The forms referred to in this paragraph are available from HUD's website under the forms section and, upon request, from HUD by contacting the HUD POC. The SF-1199A form is also available at local banking institutions.
1. A Grantee that is not currently signed-up to receive payments via direct deposit from HUD must submit a completed SF-1199A, Direct Deposit Sign-Up Form. Grantee must submit the SF-1199A to the HUD POC.
  2. To request funds under this Agreement, an individual in the Grantee's organization must request access authorization from HUD by submitting a Form HUD-27054E, eLOCCS Access Authorization Form. A new Form is not required for any individual who currently has access to LOCCS for prior year Grant Funds for the same Grantee. Grantees whose LOCCS access was suspended or terminated must also submit the Form to reset their password, reinstate a user, or establish a new user.
  3. Grantees are responsible for changing their LOCCS password once every sixty (60) days. Termination of access due to password expiration will require resubmission of Form HUD-27054E.
  4. It is Grantee's responsibility to immediately notify the HUD POC when any individual with current access to LOCCS is no longer employed by the Grantee and/or should be denied access to Grant funds for any reason.
  5. The HUD POC may provide additional instructions on accessing and using LOCCS.
  6. All vouchers for Grant payments must be submitted to HUD electronically through Form HUD-50080, eLOCCS payment voucher. Reimbursement requested by the Grantee for Counseling Services must be requested and recorded under the 9500 (Counseling Services) Budget Line Item. Reimbursement requested by the Grantee for HUD Housing Counselor Certification exam fees must be requested and recorded under the 9520 (Counselor Certification) Budget Line Item; such fees cannot be reimbursed under Budget Line Item (BLI) 9500. Grantees may seek reimbursement under more than one Budget Line Item on a single HUD-50080. A record of each payment request must be maintained in the Grantee's files and be available for review by HUD upon request.
  7. Vouchers cannot be submitted until Grantees are notified to do so by the HUD POC after completing a review of the Grant Activity Report (GAR) and if applicable, the Final Report required in accordance with Article XI of this agreement. A copy of the eLOCCS voucher must also be transmitted to the HUD POC by email at the time the request is made through eLOCCS.

- B. Payment Procedures for Cost Reimbursement Grants.** Grantee shall comply with the applicable standards for financial management and payment procedures in 2 CFR 200, Subpart D.
- C. Timing and Amount of Payment Requests.** HUD will process payment requests only upon receipt of an acceptable Grant Activity Report. The period covered by the Grant Activity Report and payment request may be no shorter than one fiscal quarter.
- D. Documentation of Expenses.** Grantee must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, documentation of personnel expenses, and indirect cost rate agreements to support all draw requests. In addition, Grantee must maintain a list of all Client Counseling File numbers and group education file numbers attributed to the Grant in alpha or numeric order. This list must indicate the activity attributed to the relevant quarter, the cumulative total for the entire Grant year and the relevant counseling or education type. Itemize for each Client and/or group education session on the list, the relevant counselor and/or other employee that provided service, the duration of service provided in hours and minutes and the total amount of funds charged to the HUD Grant. The Client Counseling File list must also identify the Branch or main office that served the Client.

All Grantees must be able to demonstrate and document the actual cost of service provision. The amount billed to the Grant cannot exceed the actual cost of providing the service. Where Grant Funds are utilized for counseling services, individual Client Counseling Files and group education files must support the duration of service billed to the Grant.

Grantees must also document the methodology used for charging costs to the HUD Grant, such as salaries, employee benefits, travel, training, marketing, outreach, and other expenses that are not classified as indirect costs.

All information required to document expenses charged to the Grant must be made available to HUD upon request and maintained for a period of at least three years after the expiration of the grant period or date of last payment, whichever occurs first.

Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to this Grant award. Records must reasonably reflect the total activity for which employees are compensated. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed and meet the standards required in 2 CFR 200.430. The records must support the distribution of employee's salaries and wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.



- E. **Standards for Financial Management Systems.** Grantee shall maintain and operate financial management systems that meet or exceed the federal requirements for funds control and accountability as established by the applicable regulations in 2 CFR 200, Subpart D.
- F. **Withholding of Funds.** HUD may withhold payment to a Grantee if any project objective, term or condition of this Agreement, or federal reporting requirement, is not being satisfied, including, but not limited to, reporting requirements such as: (1) completing Grant reports; (2) updating agency HCS profile data in a timely manner when changes occur; (3) submitting quarterly client-level data; and (4) submitting HUD-9902 data reflecting counseling activities attributable to all sources of funding. See 2 CFR 200.338. HUD may also withhold payment or partial payment to Grantee if Grantee is voluntarily or involuntarily placed on inactive status or suspended or terminated from HUD's Housing Counseling Program
- G. **Funds Recapture.** HUD may recapture any unspent funds. Grantees are required to cooperate with recapture requests.

## ARTICLE XI REPORTING

A. **Grant Activity Reports**

Grantees must submit Grant Activity Reports (GAR) in conjunction with each drawdown request.

Grantees must submit a Grant Activity Report containing the following:

1. Grantee's name, address, and Grant number as they appear on the Grant document.
2. Start and end dates of the report period.
3. Hourly rate. Identify each counselor or other employee whose time/activity is being billed to the Grant, the individual's title, and the hourly billing rate used to calculate reimbursement from HUD. Hourly rates must provide a breakdown between base salary and fringe amounts.
4. Staff hours. Indicate for each relevant counselor and other employee the total number of hours being billed to the Grant cumulatively and for the quarter. For each employee whose time will be reimbursed from the Grant, multiply the relevant hours by the relevant hourly rate (see item #3) and indicate the cumulative total and total for the quarter.
5. Fixed-Fee Methodology. Grantees choosing to use an approved fixed-fee methodology (i.e., that seek reimbursement per activity rather than itemizing salaries

and other direct costs), must indicate their reimbursement in accordance with that methodology.

6. Itemized Expenses. Grantees must submit an itemized accounting of actual expenses for each quarter and the Grant period to date.

For counseling services (BLI 9500), the accounting must include an itemization of the following as applicable: salaries, fringe and other benefits, training, marketing, outreach, cost of managing a network, and indirect costs. For counselor certification (BLI 9520), the accounting must include an itemization of all Housing Counselor Certification exam fees.

The itemized accounting of actual expenses may be submitted in a format of the Grantee's choosing. Any deviation between the itemized accounting and the budget submitted at Grant execution must be approved by the HUD POC.

7. Required Certification. In accordance with 2 CFR 200.415(a), Grantees must include a certification, signed by an individual who is authorized to execute the certification on behalf of the Grantee, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I certify that, as of the final compliance date in accordance with 24 CFR 5.111(a), all housing counseling required under or provided in connection with HUD programs has been provided by a HUD-certified housing counselor and all education has been overseen by a HUD-certified housing counselor. The agency, including the directors, partners, officers, principals, or employees, has been screened in accordance with 24 CFR 214.103(c). I certify that the agency and the agency's employees have not been convicted for a violation under Federal law relating to an election of a Federal office, 24 CFR 214.311(c)(1). I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 – 3730 and 3801 – 3812)."

8. Form HUD-9902. Grantees must update the HUD-9902 electronically through HCS so that the appropriate "HUD Housing Counseling Program Grantees Only" column reflects activity funded through this Agreement. HCS will list the relevant columns for the reporting agency. Grant activity must be reported in the appropriate column, according to the specific Grant under which the activity occurred. Grant activity should be transmitted through a CMS directly into HCS. If necessary, grant activity may be submitted manually by entering the data on the applicable Form HUD-9902 in HCS.

If HCS does not contain separate columns for multiple grants at any point during the Period of Performance, Grantees must report all activity attributable to HUD Housing Counseling Grants in the “All Counseling and Education Activities” column. The Grantee must update the HUD-9902 report in HCS with the applicable “HUD Housing Counseling Program Grantees Only” column data once it is available for entry. HUD will not consider retroactive updates to the “HUD Housing Counseling Program Grantees Only” data as late. For assistance with Form HUD-9902 reporting, the Housing Counseling 9902 Online Toolkit is available on HUD Exchange.

9. Reverse Mortgage Default Counseling Activities. Grantees must submit a report indicating the total number of counselors providing default counseling for reverse mortgage borrowers, the number of hours of training in reverse mortgage default counseling for each counselor, and the number of clients for which reverse mortgage default counseling was provided by each counselor. Should Grantee fail to meet the commitments made in the Grant application, HUD may adjust the award amount and require repayment using non-federal funds or an offset to future grant awards.

**B. Final Report**

A final report is due ninety (90) calendar days after the period of performance end date. See 2 CFR 200.328(b)(1). Grantees must also report items listed in section A above. Grantee must submit a narrative report of not more than five (5) single-spaced letter-sized pages using a font size of no smaller than twelve (12) or larger than fourteen (14). In the narrative report, Grantee must briefly summarize the outcomes of the activities that Grantee proposed in Housing Counseling HUD-9906 Chart C of the Grant Application to address impediments to fair housing choice. Additionally, Grantee should also include in this narrative report any problems, delays, or adverse conditions that impaired their ability to meet the objective of the federal award, and any favorable developments which enabled their ability to meet the objective of the federal award sooner or at less cost. In addition to the Certification required in Section A(7) of this Article, the Grantee must also submit with the final report a Certification, signed by an individual who is authorized to execute the Certification on behalf of the Grantee, which states that all applicable closeout activities required in 2 CFR 200.343 have been completed.

- C. Delinquent Reports. Submission of any reports required in this Article beyond the stated due dates will be considered delinquent unless HUD grants a written extension.

- D. Grants Oversight and New Efficiency (GONE) Act: Grantees with expired Grants and Undisbursed Balances at the end of the period of performance must provide a narrative description to the HUD POC explaining the challenges leading to delays in grant closeout.

## ARTICLE XII

### CONFLICTS OF INTEREST

- A. **General Requirements.** Grantee shall comply with all programmatic disclosure and conflict of interest requirements at 24 CFR Part 214, 2 CFR 200.112, and HUD Handbook 7610.1 REV-5, and any other applicable HUD requirements. Grantee must provide to all Clients a disclosure statement that explicitly describes the various types of services provided by the agency and any financial relationships between Grantee and any other industry partners. The disclosure must clearly state that the Client is not obligated to receive any other services offered by the organization or its exclusive partners. Furthermore, the agency must provide information on alternative services, programs, and products.
- B. **HUD Reform Disclosures.** Grantee shall comply with the disclosure requirements of Section 102(b) of the HUD Reform Act of 1989 (42 U.S.C. 3545(b)) and its implementing regulations, 24 CFR Part 4. To satisfy this requirement, Grantee shall complete the Form HUD-2880, Applicant/Recipient Disclosure Update Report, and this completed Form is hereby incorporated into this Agreement. Grantee shall update the Form HUD-2880 as required by the HUD Reform Act of 1989 and 24 CFR 4.11.

## ARTICLE XIII

### SECURITY OF CONFIDENTIAL INFORMATION

- A. **Security.** Grantee shall secure all information regarding counseling of Clients in accordance with the requirements in HUD Handbook 7610.1 REV-5, Chapter 5 whether such information is generated by the agency itself or received from outside sources. This includes securing credit reports, information on current financial status, notes on counseling sessions, and any other information. Grantee shall not disclose such information to anyone other than HUD or other parties to whom the Client consents release of the information.
- B. **Confidentiality.** Grantee must protect the confidentiality of each Client's personal and financial information, including credit reports, regardless of whether the information is received from the Client or from another source, or is collected electronically or on paper. In accordance with HUD Handbook 7610.1 REV-5, Chapter 5-6, Grantee must ensure that neither they nor their CMS vendor discloses the information in the individual's Client Counseling File to anyone except for authorized agency personnel and HUD. Any disclosure of Client information requires the express written permission of the counseling recipient whose information is to be shared.

**ARTICLE XIV**  
**DEFAULTS AND REMEDIES**

- A. **Special Conditions.** In addition to the criteria provided in 24 CFR 214, HUD may impose additional requirements or special conditions on a Grantee who demonstrates the characteristics or behaviors specified in 2 CFR 200.207.
- B. **Events of Default.** Each of the following shall be deemed an Event of Default:
- (1) Any material failure by Grantee to comply with the terms and conditions of this Grant Agreement, whether stated in a Federal statute, regulation, the Housing Counseling NOFA, HUD Handbook 7610.1 REV-5, assurance, certifications, application, or notice of award;
  - (2) Grantee is determined to have used Grant Funds provided through the Housing Counseling program in a manner that constitutes a material violation of applicable statutes and regulations, or any requirements or conditions under which these Grant Funds were provided;
  - (3) Grantee's failure to expend Grant Funds in a timely manner;
  - (4) Where applicable, Grantee's failure to maintain HUD-approved status during the term of this Agreement; and
  - (5) Any misrepresentation in the Grantee's NOFA Application that, if known by HUD, would have resulted in this Grant not being awarded.
- C. **Notice of Default.**
1. If Event of Default occurs under sections B. (1), (3) - (5), the HUD POC shall give Grantee written notice of the occurrence of the Event of Default and a reasonable opportunity to take corrective action.  
  
The Notice shall identify:
    - (1) The Event of Default;
    - (2) The required corrective action to be taken by the Grantee;
    - (3) The date by which the corrective action must be taken; and
    - (4) The consequences for failing to take corrective action. Grantee must comply with the corrective action specified in the Notice of Default by the date specified.

2. If Event of Default occurs under section B(2), the HUD POC shall give Grantee written notice of the occurrence of the Event of Default. The Notice shall identify the Event of Default. The Notice shall advise Grantee there is no opportunity to cure and any attempted or completed corrective action, if any, by the Grantee will not remove or mitigate the Event of Default.

**D. HUD's Remedies.**

1. If Grantee fails to comply with the corrective action specified in the Notice of Default with respect to defaults under section B(1), (3) - (5), HUD may take one or more of the following actions: recover misspent funds, withhold Grant Funds, suspend the Grant, terminate the Grant for cause, or take other remedies that may be legally available such as, but not limited to remedies described in 24 CFR Part 214, 2 CFR. 200.338, the NOFA, and any other applicable HUD requirements.
2. For Notice of Default with respect to default under section B(2), HUD's remedies include:
  - (1) Requiring that, within twelve (12) months after the date of the determination of such misuse, the Grantee shall reimburse HUD for such misused amounts and return to HUD any such amounts that remain unused or unobligated for use;
  - (2) Notifying the Grantee that they shall be ineligible to apply for or receive further funds under the Housing Counseling Program; and
  - (3) Imposing any other remedies that may be available under the law.

**ARTICLE XV  
AMENDMENTS**

This Agreement may be amended at any time by a written amendment. Grantee shall submit requests for amendments to the HUD POC. Amendments that affect the rights and obligations of either party shall be executed by both HUD and the Grantee. Notwithstanding the foregoing, HUD may unilaterally execute administrative amendments, such as changes in the HUD POC or appropriation data, or amendments that result from signed requests from the Grantee where the Department adopts the requested amendment without any changes. HUD POCs are not authorized to unilaterally amend any provision of this Agreement.

**ARTICLE XVI**  
**RECORD KEEPING AND AUDITING**

- A. **Record Keeping Requirements.** Grantee shall comply with the requirements for record retention and access to records specified in the applicable regulations at 24 CFR 214.315, 2 CFR 200.333- 200.337. Grantee may be required to retain certain records for a longer period. Grantee may also be subject to record retention requirements under other applicable laws and regulations, including but not limited to, the nondiscrimination regulations cited in Article XXII.
- B. **Type of Record Keeping System.** Grantees may use any record keeping system provided that the system chosen interfaces with HCS for reporting and lends itself to easy monitoring by HUD when conducting a performance review.
- C. **Maintenance of Client Counseling Files.** Client Counseling Files (including files on group education Clients) must be maintained in accordance with HUD Handbook 7610.1 REV-5.

**ARTICLE XVII**  
**DISPUTES**

- A. **Disputes.** During performance of this Agreement, disagreements may arise between the Grantee and HUD on various issues. If a dispute concerning a question of fact arises and cannot be resolved through negotiation, the HUD POC shall prepare a written decision, considering all facts and documentation presented. The decision shall be mailed by return receipt requested to the Grantee. Grantee may appeal the decision within thirty (30) calendar days of receipt of HUD's decision by submitting a written appeal. Grantee shall submit their appeal to their HUD POC.
- B. **False Statements.** A false statement in the Grantee's NOFA Application or Grant-related documents and reports, may be grounds for denial or termination of the Grant and punishable as provided in 18 U.S.C.1001.

**ARTICLE XVIII**  
**AUDIT REQUIREMENTS**

Grantee shall comply with the audit requirements of the Single Audit Act (31 U.S.C. 7501-07) and 2 CFR Part 200, Subpart F Audit Requirements, including the associated Compliance Supplement, as amended. The requirements of the Single Audit Act and 2 CFR Part 200, Subpart F shall supersede the requirements in HUD Handbook 7610.1 REV-5 for an audit every two years. All Grantees not required to complete a single or program-specific audit under 2 CFR 200, Subpart F, must submit their most recent independent financial audit.

**ARTICLE XIX  
DEBARMENT AND SUSPENSION**

Grantee shall comply with HUD's requirements for participants at 2 CFR. Part 2424, which include prohibiting Grantee from doing business to undertake the activities under this Grant Agreement with persons who are excluded or disqualified from federal programs.

**ARTICLE XX  
DRUG-FREE WORKPLACE REQUIREMENTS**

Grantee shall comply with HUD's requirements for recipients of financial assistance at 2 CFR Part 2429 which requires Grantee to maintain a drug-free workplace and to take such actions as publishing a drug-free workplace statement, establishing a drug-free awareness program, and taking actions concerning employees convicted of violating drug statutes in the workplace.

**ARTICLE XXI  
LOBBYING RESTRICTIONS**

- A. **Prohibition Against Lobbying Activities.** Grantees are subject to the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352 (Byrd Amendment), 24 CFR. part 87 and 2 CFR. 200.450, which prohibit recipients of federal awards and their contractors, subcontractors, at any tier, and subgrantees at any tier from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award. In addition, Grant Funds under this NOFA shall not be utilized to advocate or influence the outcome of any Federal, state or local election, referendum, initiative or similar procedure or policy position through contributions, endorsements, publicity or similar activity.
- B. **Certifications.** As a precondition to receiving Grant Funds exceeding \$100,000, a Grantee shall certify using the Form HUD-50071, Certification of Payments to Influence Federal Transactions, that it will comply with 24 CFR Part 87. A Grantee shall submit its certification to the HUD POC.
- C. **Disclosures.** As required by 24 CFR 87.110, a Grantee that receives Grant Funds exceeding \$100,000 shall disclose using SF-LLL, Disclosure of Lobbying Activities, any payments made or any agreement to make any payment from non-appropriated funds that would be prohibited under 24 CFR 87.100(a) if paid for with appropriated funds. These disclosures shall be updated as required by section 87.110(c). Grantee shall submit its disclosures to the HUD POC if not submitted at time of application. These disclosures and updates are hereby incorporated into this Agreement.



- D. **Lobbyist Registration and Reporting.** Grantee shall comply with the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 et seq.), which requires all persons and entities who lobby covered Executive or Legislative Branch officials to register with the Secretary of the Senate and the Clerk of the House of Representatives and file reports concerning their lobbying activities.

## ARTICLE XXII

### NONDISCRIMINATION REQUIREMENTS

- A. **General.** Notwithstanding the permissibility of applications that serve target areas or populations, Grantee shall comply with these requirements for nondiscrimination based on race, color, religion, sex, national origin, age, familial status, and disability. The SF-424B, Assurances - Non-Construction Programs, is hereby incorporated into this Agreement.
- B. **Nondiscrimination Requirements.** Grantee shall comply with nondiscrimination requirements enumerated in certification six in the SF-424B, Assurances - Non-Construction Programs and:
1. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency and implementing Federal Register Notice 72 FR 2732, Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; and
  2. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (77 FR 5562).
- C. **Requirements Applicable to Religious Organizations.** Where Grantee is, or Grantee proposes to make subgrants or an allocation of funds to, a primarily religious organization, or a wholly secular organization established by a primarily religious organization, to provide, manage, or operate a housing counseling program, Grantee must undertake their responsibilities in accordance with the following principles:
1. Grantee shall not discriminate on behalf of or against any segment of the population in the provision of services or in outreach, including those of other religious affiliations.
  2. Grantee shall not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this Grant. If an organization conducts such activities, these activities must be offered separately, in time or location, from the activities funded under this Grant Agreement. Participation must be voluntary for the Clients receiving services covered, either completely or in part, by HUD funds.

**ARTICLE XXIII  
MISCELLANEOUS**

- A. **Order of Precedence.** In the event of any inconsistency among any provisions of this Agreement, the following order of precedence shall apply:
1. Section 106 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701x) as amended and other applicable Federal Laws;
  2. Applicable Federal regulations, including but not limited to 24 CFR Part 214;
  3. The Housing Counseling Program Comprehensive NOFA;
  4. HUD Handbook 7610.1 REV-5; and
  5. This Grant Agreement.
- B. **No waiver.** No delay or omission by HUD to exercise any right or remedy available to it under this Agreement or applicable law, or to insist upon strict compliance by the Grantee with its obligations hereunder shall impair any such right or remedy or constitute a waiver of HUD's right to demand exact compliance with the terms of this Agreement.
- C. **Applicable Law.** This Agreement shall be construed, and the rights and obligations of the parties determined, in accordance with Federal law.
- D. **Relationship of the Parties.** No party to this Agreement is an agent of the other party, and neither party has the authority to represent or bind the other party to anyone else as to any matter.
- E. **Disclose Investigations.** Grantees are required to report to HUD within fifteen days if Grantee is subject to unresolved findings as a result of HUD or other government audit or investigations. See 24 CFR Part 214.
- F. **HUD Oversight.** Grantee must cooperate with all HUD oversight activities, requests for access to facilities, requests for access to agency's CMS, and requests for information, including, but not limited to, complete Client Counseling Files and Client-level data. Oversight may include, but is not limited to, remote inspection of Client Counseling Files, on-site performance reviews by HUD staff or designee, and mystery shopping. If Grantee, including those agencies that provide legal services, has other obligations that require Client information to be kept confidential, Grantee must take measures to ensure that HUD has access to Client Counseling Files and information for audit and oversight purposes that demonstrates to the satisfaction of HUD that the Grantee is in compliance with 24 CFR Part 214, HUD Handbook 7610.1 REV-5, and the requirements of this Grant Agreement and the Housing Counseling Program NOFA.
- G. **Payment to Grantee from Lender.** Grantees are permitted to receive payments from a lender for housing counseling services (except for reverse mortgage counseling services) provided that the level of payment received is commensurate with the services provided and does not otherwise violate Real Estate Settlement Procedures Act. See 24 CFR 214.313. These transactions and relationships must be disclosed to the client as required in 24 CFR 214.303 (g) and HUD Handbook 7610.1 REV-5, Chapter 6.

- H. **Assurances and Certifications.** By signing form HUD-1044, the Grantee renews the assurances and certifications made with its application for HUD-approval (form HUD-9900).
- I. **Survival.** Any provisions of this Agreement that expressly or by their operation should reasonably continue to apply to a party after the termination or suspension (in whole or in part) of this Agreement shall continue in full force and effect for such time as is necessary to fully carry out the intent of such provisions. The applicable regulations at 2 CFR 200.16, 200.343, and 200.344 describe Grantee's closeout requirements and continuing responsibilities after the closeout of this Grant.
- J. **Organizational Changes.** Mergers, acquisitions, or other changes in form or organizational structure should be reported to the HUD POC no later than sixty days prior to the implementation of such changes. In the case of a simple name change, HUD may make the award in the name of the newly named entity. In the case of a merger, the new or merged entity may be eligible to receive Grant Funds made to the original Grantee, provided they meet certain conditions, including but not necessarily limited to:
- The new or merged entity receives HUD approval as a housing counseling agency, with HUD having the ability to waive the experience approval criteria for good cause, as defined in 24 CFR 214.103(b);
  - The new or merged entity demonstrates that its application, Housing Counseling Work Plan, target community, and personnel are substantially similar to that of the original Grantee.
- K. **Succession Plans.** Grantee shall make available to HUD upon request a succession plan. Grantee will cooperate and make all reasonable efforts to facilitate the continuation of housing counseling services to the communities served either directly by Grantee or through Grantee's Branches.
- L. **Leveraged Resources.** A Grant awarded under the Housing Counseling NOFA is not intended to cover the total cost of carrying out a Grantee's counseling program, and Grantee shall obtain funds from sources other than HUD to cover that portion of the program not funded by HUD. Grantee shall maintain, and make available to HUD upon request, evidence that non-federal leveraged resources cited in Grantee's NOFA application were actually provided to Grantee.

**IN WITNESS WHEREOF**, each of the Parties has caused the following Housing Counseling Program FY 2020 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Housing Counseling Program FY 2020 Grant Agreement delivered by HUD to Grantee have been accepted unless such change is acknowledged by HUD through a signature on the page of the Grant Agreement containing such change.

**GRANTEE:**  
St. Johns County Board Of County  
Commissioners

**HUD:**  
UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN  
DEVELOPMENT

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

By:



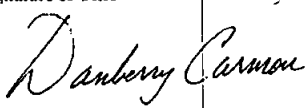
Name: Danberry Carmon

Title: Associate DAS for Housing  
Counseling

Date: 6/17/2020

**Assistance Award/Amendment**

U.S. Department of Housing and  
Urban Development  
Office of Administration

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number HC200421042		4. Amendment Number	5. Effective Date of this Action October 1, 2019
6. Control Number HC200421042		7. Name and Address of Recipient  St. Johns County Board Of County Commissioners 200 San Sebastian Vw Ste 2300 St Augustine, FL 32084-8695  TIN NUMBER: 59-6000825 DUNS NUMBER: 073236739	
8. HUD Administering Office U.S. Department of Housing and Urban Development Office of Housing Counseling 451 7 <sup>th</sup> Street SW, Room 9224 Washington, DC 20410		8a. Name of Administrator Danberry Carmon	8b. Telephone Number 202-402-2462
9. HUD Government Technical Representative Judith Ayers Britton 305-992-5761		10. Recipient Project Manager Virginia Campbell 904-209-6146	
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price	12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse	13. HUD Payment Office CFO Accounting Center/HUD PO Box 901013 Fort Worth, TX 76101	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	\$	15a. Appropriation Number	15b. Reservation number
HUD Amount this action	\$21,360.00	8620/210156	HC200421042
Total HUD Amount	\$21,360.00	Amount Previously Obligated	\$
Recipient Amount	\$	Obligation by this action	\$21,360.00
Total Instrument Amount	\$21,360.00	Total Obligation	\$21,360.00
16. Description  FY 2020 - HC1 funding to be spread under Housing Counseling Grant Voucher Under LOCCS Budget Line Item 9500. HC3 funding to be spread under Housing Counseling Grant Voucher Under LOCCS Budget Line Item 9520. Total Award: \$21,360.00 HC1 / Counseling Services (9500): \$21,225.00 HC3 / Counselor Certification (9520): \$135.00 GRANT TYPE: COMPREHENSIVE COUNSELING  <b>LOCCS Draw Down Expiration Date: June 30, 2021</b> <b>Period of Performance: 10/1/2019 to 3/31/2021</b>			
17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) St. Johns County Board Of County Commissioners		20. HUD (By Name) Danberry Carmon	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)
		 Associate DAS for Housing Counseling, HC	06/17/2020



## St. Johns County Board of County Commissioners

Housing & Community Development

Judy Ayers Britton  
Department of Housing and Urban Development  
Office of Housing Counseling

**SUBJECT: Certification of Financial Management System Compliance with 2 CFR 200.302 and Certification of Client Management System in Compliance with HUD Requirements.**

Dear Ms. Britton,

The St. Johns County Board of County Commissioners, division of Housing & Community Development Department is a recipient of funds from the U.S. Department of Housing and Urban Development.

As Chairperson for the Board of County Commissioners of St. Johns County, I hereby delegate the County Administrator or his designee, the authority to carry out the responsibilities of certifying officer.

I hereby attest to the fact that St. Johns County's financial management system is fully compliant with all applicable regulations stated at 2 CFR 200.302.

Additionally, I attest to the fact that St Johns County utilizes the client management system (CMS) CounselorMax through contract with NeighborWorks Reinvestment Corp.

---

Jeb S. Smith  
Chair  
St Johns County Board of County Commissioners

Signed on this \_\_\_\_\_ of July, 2020

**NAME AND CONTACT INFORMATION FOR CERTIFYING OFFICER:**

Office of the County Administrator  
500 San Sebastian View, St Augustine, FL 32084



**St. Johns County Board of County Commissioners**

Health and Human Services

July 1, 2020

Judith Ayers Britton  
Office of Housing Counseling  
Brickell Plaza Federal Building  
909 SE 1 Avenue, Room 500  
Miami, FL 33176

Dear Ms. Britton:

Per the 2020 NOFA Housing Counseling Program Grant requirements:

St Johns County will not apply indirect costs to this grant.

Please advise if further documentation is required.

Sincerely,

A handwritten signature in cursive script that reads "Shawna A. Novak".

Shawna A. Novak  
Director, health and Human Services  
St. Johns County Board of County Commissioners  
200 San Sebastian View, Suite 2300  
St. Augustine, FL 32084  
904.209.6089/snovak@sjcfl.us

200 San Sebastian View, Suite 2300, St. Augustine, FL 32084  
P: 904.209.6140 | F: 904.209.6141  
[www.sjcfl.us](http://www.sjcfl.us)



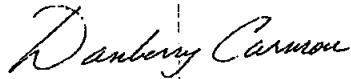
CREDIBILITY • INTEGRITY • ACHIEVEMENT

IN WITNESS WHEREOF, each of the Parties has caused the following Housing Counseling Program FY 2020 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Housing Counseling Program FY 2020 Grant Agreement delivered by HUD to Grantee have been accepted unless such change is acknowledged by HUD through a signature on the page of the Grant Agreement containing such change.

GRANTEE:  
St. Johns County Board Of County  
Commissioners

HUD:  
UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN  
DEVELOPMENT

By: \_\_\_\_\_

By: 

Name: \_\_\_\_\_

Name: Danberry Carmon

Title: \_\_\_\_\_

Title: Associate DAS for Housing  
Counseling


Date: \_\_\_\_\_

Date: 6/17/2020



**Assistance Award/Amendment**

**U.S. Department of Housing and  
Urban Development  
Office of Administration**

1. Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment	
3. Instrument Number HC200421042	4. Amendment Number	5. Effective Date of this Action October 1, 2019	6. Control Number HC200421042
7. Name and Address of Recipient  St. Johns County Board Of County Commissioners 200 San Sebastian Vw Ste 2300 St Augustine, FL 32084-8695  TIN NUMBER: 59-6000825 DUNS NUMBER: 073236739		8. HUD Administering Office U.S. Department of Housing and Urban Development Office of Housing Counseling 451 7 <sup>th</sup> Street SW, Room 9224 Washington, DC 20410	
10. Recipient Project Manager Virginia Campbell 904-209-6146		8a. Name of Administrator Danberry Carmon	8b. Telephone Number 202-402-2462
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		9. HUD Government Technical Representative Judith Ayers Britton 305-992-5761	
12. Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse		13. HUD Payment Office CFO Accounting Center/HUD PO Box 901013 Fort Worth, TX 76101	
14. Assistance Amount		15. HUD Accounting and Appropriation Data	
Previous HUD Amount	\$	15a. Appropriation Number 8620/210156	15b. Reservation number HC200421042
HUD Amount this action	\$21,360.00	Amount Previously Obligated	\$
Total HUD Amount	\$21,360.00	Obligation by this action	\$21,360.00
Recipient Amount	\$	Total Obligation	\$21,360.00
Total Instrument Amount	\$21,360.00		
16. Description  FY 2020 - HC1 funding to be spread under Housing Counseling Grant Voucher Under LOCCS Budget Line Item 9500. HC3 funding to be spread under Housing Counseling Grant Voucher Under LOCCS Budget Line Item 9520. Total Award: \$21,360.00 HC1 / Counseling Services (9500): \$21,225.00 HC3 / Counselor Certification (9520): \$135.00 GRANT TYPE: COMPREHENSIVE COUNSELING  <b>LOCCS Draw Down Expiration Date: June 30, 2021</b> <b>Period of Performance: 10/1/2019 to 3/31/2021</b>			
17. <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18. <input type="checkbox"/> Recipient is not required to sign this document.	
19. Recipient (By Name) St. Johns County Board Of County Commissioners		20. HUD (By Name) Danberry Carmon	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)
		 Associate DAS for Housing Counseling, HC	06/17/2020