

RESOLUTION NO. 2022-379

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, ACCEPTING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FY 2022 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 AND FORM HUD-1044 ON BEHALF OF THE COUNTY; AMENDING THE FY 2023 GENERAL FUND BUDGET TO RECEIVE UNANTICIPATED REVENUE AND AUTHORIZING THE APPROPRIATION TO THE HOUSING DEPARTMENT.

RECITALS

WHEREAS, On March 25, 2022 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, HUD has awarded the County a \$26,201.00 grant to conduct a housing counseling program on behalf of HUD; and

WHEREAS, to accept the grant the County is required to execute U.S. Department of Housing and Urban Development Housing Counseling Program Fiscal Year 2022 Grant Agreement and Form HUD-1044 attached hereto as Exhibit 1 and Exhibit 2 respectively, and incorporated herein; and

WHEREAS, the additional funding was not anticipated when preparing the Fiscal Year 2023 St Johns County Annual Budget; and

WHEREAS, the County has determined that accepting and appropriating the grant awarded by HUD 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. The above recitals are incorporated into the body of this Resolution and adopted as findings of fact.

Section 2. The Board of County Commissioners of St. Johns County, Florida hereby accepts and appropriates a \$26,201.00 grant from the U.S. Department of Housing and Urban Development to the St. Johns County Housing and Financial Counseling Program to conduct a housing counseling program on behalf of HUD.

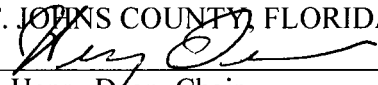
Section 3. The Board of County Commissioners of St. Johns County, Florida hereby accepts and authorizes the execution of the U.S. Department of Housing and Urban Development Housing Counseling Program Fiscal Year 2022 Grant Agreement and Form HUD-1044 by the County Administrator, or designee, on behalf of the County.

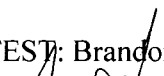
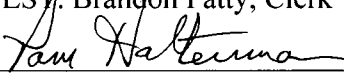
Section 4. To the extent there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this Resolution, this Resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 5. This Resolution shall be effective upon adoption by the Board of County Commissioners.

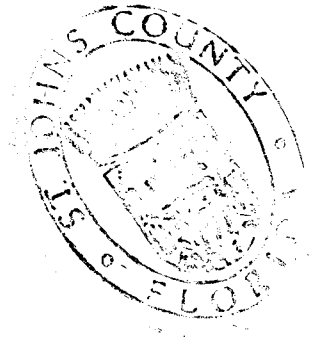
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County Florida this 4th day of October 2022.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Henry Dean, Chair

ATTEST:  Brandon Patty, Clerk
By: 
Deputy Clerk

Rendition Date 10/4/22



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING COUNSELING PROGRAM

FISCAL YEAR 2022 GRANT AGREEMENT

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THIS GRANT AGREEMENT (“Agreement”) is made between the United States Department of Housing and Urban Development (“HUD,” “Grantor,” or “Department”) and the organization specified in block seven (7) 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, 2022 (Pub. L. No. 117-103). 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 and Grant Activities are 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;
2. All other applicable federal laws, regulations, executive orders, and Office of Management and Budget Circulars including, but not limited to, 2 CFR Part 200 and the Grants Oversight and New Efficiency Act (“GONE Act”) (Pub. L. No. 114-117);
3. Notice of Funding Opportunity (NOFO) for the Department’s Comprehensive Housing Counseling Grant Program (“Housing Counseling NOFO”) 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”);
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 NOFO, 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;

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

ARTICLE II: DEFINITIONS

- A. See Definitions in 24 CFR Parts 5 and 214.

ARTICLE III: PERIOD OF PERFORMANCE

- A. **Period of Performance.** The Period of Performance shall begin October 1, 2022 and expire at 11:59:59 p.m. Eastern Time on September 30, 2023.
- B. **Program Costs Incurred Prior to Award:** Unless prior approval by HUD of allowability of costs is required under 2 CFR part 200, Applicants may, pursuant to 2 CFR 200.308, revise budget and program plans and OHC may provide reimbursements for eligible costs incurred during the period prior to HUD making an award but no earlier than April 1, 2022. Applicants should indicate whether they intend to seek reimbursement for such costs on form HUD-9906, Chart A, Field R. All costs incurred before the federal awarding agency makes the federal award are at the recipient's risk (i.e., the federal awarding agency is not required to reimburse such costs if the recipient does not receive a federal award or if the federal award is less than anticipated and inadequate to cover such costs).
- C. **Extensions.** The Grantee does not have the authority to extend the Period of Performance without HUD's approval. Grantee must request an extension in writing as early as possible, but no later than ten calendar days prior to the scheduled expiration of the Period of Performance. 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. Extensions must not be exercised merely for the purpose of using unobligated balances. HUD may approve extensions for good cause, on a case-by-case basis, which must not exceed a total of 12 months from the original Period of Performance end date.

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 for approval the number of clients projected to be served under the Grant at the time of Grant execution.
 3. **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 days of the change.
 4. **Provision of Services.** To be reimbursed, Grantee must conduct housing counseling and group education in accordance with HUD Handbook 7610.1 REV-5 and 24 C.F.R. 214.
- B. Projected Budget.** Grantee must submit a projected budget. The budget must itemize all proposed expense categories, which may include: salaries, fringe and other employment benefits, travel, training, marketing, outreach, and the cost of managing a network, and HUD Housing Counselor Certification exam fees. Grantee must indicate any indirect cost rate for which they will seek reimbursement.

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 that receive HBCU and other MSI related funds should refer to additional requirements in Article XXIII.

- 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.

ARTICLE V: SUBCONTRACTS

General Prohibition Against Subcontracting. It is not permissible to contract out housing counseling services, except as specified in 24 CFR 214.103(i). If this exception to the general prohibition applies, Grantee shall comply with 2 C.F.R. 200 and all other requirements. The general prohibition does not apply to web-based education services or the purchase of supplies, material, equipment, or general support services.

ARTICLE VI: ADMINISTRATIVE REQUIREMENTS

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 first and 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 Housing Counseling Work Plan described in this Grant. Such instructions must be within the scope of work set forth in this Agreement and Grantee's Housing Counseling NOFO 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: COST

- A. **Grant Amount.** Grantee shall be reimbursed according to the terms of this Agreement and form HUD-1044.
- B. **Prior Approval Required for Revisions to Work Plan and Budget.** HUD may require prior approval for deviations from grantee's projected services and budget, in accordance with applicable regulations at 2 CFR 200.308. Grantees who receive \$250,000 or more and whose revisions comprise more than a 10% deviation of direct costs must receive prior approval from HUD before amending projected services and budget.
- C. **Allowable Costs.** HUD will reimburse Grantees based on actual expenses. To be reimbursed, costs must be allowable, allocable, and reasonable in accordance with the:
1. Provisions of this Agreement;
 2. The terms and conditions of the Housing Counseling NOFO and the Grant application; and
 3. Applicable principles as outlined in 2 CFR Part 200. Grantee must obtain prior written approval for certain costs as outlined in 2 CFR 200.407. Grantee shall maintain a financial management system that meets or exceeds the federal requirements in 2 CFR Part 200.302.

D. Indirect Cost Rates.

HUD will respect cost classifications determined in a negotiated indirect cost rate agreement (NICRA) or cost allocation plan. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both (*See* 2 CFR 200.403). HUD may require applicants to provide documentation supporting classification of direct and indirect costs.

If Grantee has a NICRA, the grantee must provide documentation from the cognizant agency showing the approved rate. Successful applicants whose rate changes after the application deadline must submit the new rate and documentation. Applicants without a valid NICRA may choose to take a 10% de minimis indirect cost rate pursuant to 2 CFR 200.414(f). Documentation of the decision to use the de minimis indirect cost 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 Part 200.

E. Period of Availability of Funds. Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred for activities taking place during the Period of Performance unless HUD has approved an extension.

F. Profits. No fee, profit, or other increment above allowable costs shall be paid to Grantee.

G. Grantees with Multiple Sources of Funding. HUD will not reimburse the Grantee for the same portion of service(s) or good(s) already covered by another funding source. HUD will not limit Grantees' ability to bill other allowable sources for the same client if the cost of counseling exceeds the amount of reimbursement provided by HUD. However, total reimbursement from all funding sources may not exceed the actual cost of providing services. Grantees must have adequate internal controls to ensure there is no double-billing. HUD reserves the right, at any point in time, to request documentation 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. Inadequately documented reimbursement requests may be disallowed and are subject to repayment using non-federal funds or an offset to current or future grant awards.

H. 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.

ARTICLE X: REPORTING

- A. **Grant Activity Reports** To be reimbursed, Grantees must submit Grant Activity Reports (GAR). Grantees that also provide counseling services at their main office must submit a separate report for their main office. Grantees that receive HBCU and other MSI funds should refer to additional requirements in Article XXIII.

A Grant Activity Report contains 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. Staff and Hourly rate. Identify each counselor or other employee whose time or activity, or both, is billed to the Grant, the individual's title, the individual's FHA Connection Housing Counselor ID number demonstrating certification (as applicable), and the hourly rate used to calculate reimbursement. Grantee must describe treatment of fringe benefits.
4. Staff hours. For each employee whose time will be reimbursed from the Grant, indicate the total number of hours being billed to the Grant cumulatively and for the quarter. Multiply the relevant hours by the relevant hourly rate (see item #3) and indicate the cumulative salary reimbursement and salary reimbursement for the quarter.
5. Itemized Expenses. Grantees must itemize actual expenses for each quarter and cumulatively.

The accounting must include an itemization of the following, as applicable: salaries, fringe and other benefits, training, marketing and outreach, cost of managing a network, and indirect costs.

The itemization may be submitted in a format of the Grantee's choosing. Deviations between the itemization and the budget submitted at Grant execution must be approved by the HUD POC.

6. 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.

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, 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 the agency complies with nonprofit and tax-exempt status requirements at 24 CFR 214.103(a). I certify that requests for reimbursements under the grant award have not been reimbursed by any other funding source. I certify that all reimbursement requests comply with the Federal agency’s procurement and travel policies, in addition to the requirements set forth in 2 CFR 200.318 and 2 CFR 200.475. 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. 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.** As a HUD-approved housing counseling agency, Grantees already report their HUD-9902 data on a quarterly basis. Grantees must continue to report their HUD-9902 data on a quarterly basis, even after their grant is expended. However, as part of the Grant Activity Report, Grantees must update their HUD-9902 data to reflect activity funded through this Agreement. Grant activity should be transmitted through a client management system (CMS) directly into HCS and Grantees must report all activity billed to HUD Housing Counseling Grants in the “All Counseling and Education Activities” column. 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 the 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.

B. Final Report. A final report containing the following is due 120 calendar days after the period of performance ends. *See* 2 CFR 200.329(c)(1):

1. All items listed in Section A of this Article.
2. A brief narrative report describing 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.
3. Grantees with expired Grants and Undisbursed Balances at the end of the Period of Performance must provide a narrative description explaining the challenges leading to delays in Grant closeout.
4. 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 authorized individual, which states that all closeout activities per 2 CFR 200.344-345 have been completed.
5. NICRAs containing final rates for any period for which the grantee received reimbursement of indirect costs.
6. Grantees must complete and submit the Form SF-425, summarizing financial data.
7. Grantees that receive HBCU and other MSI funds should refer to additional requirements in Article XXIII.

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. 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: (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 form HUD-9902 data reflecting counseling activities attributable to all sources of funding. See 2 CFR 200.339. HUD may also withhold payment or partial payment to Grantee if Grantee is voluntarily or involuntarily placed on inactive status, including for noncompliance with program requirements, or suspended or terminated from HUD's Housing Counseling Program.

E. Funds Recapture. HUD may recapture any unspent funds.

ARTICLE XI: 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 eLOCCS for prior year Grant Funds for the same Grantee. Grantees whose eLOCCS 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 eLOCCS password once every sixty 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 eLOCCS 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 eLOCCS.
6. All vouchers for Grant payments must be submitted to HUD electronically through Form HUD-50080, eLOCCS payment voucher. Reimbursement requested for counseling services must be reported under Budget Line Item 9500 (Counseling Services), while reimbursement requested for the Minority Serving Institutions funding initiative must be reported under Budget Line Item 9525 (MSI). 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 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. A HUD POC will approve payment requests only upon receipt of an acceptable Grant Activity Report and, if applicable, the Final Report required in accordance with Article XI of this agreement. The period covered by the Grant Activity Report and payment request must cover one or more complete quarters (i.e. partial quarters are not allowed). A copy of the eLOCCS voucher must be transmitted to the HUD POC by email at the time the request is made through eLOCCS.
8. Grantees shall comply with 2 C.F.R. § 200.305.

B. Documentation of Expenses. Grantee must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, documentation of personnel expenses (to include personnel activity reports and certified payroll), 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 used 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 employees' 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.

- C. **Documentation of Other Funding Sources.** A Grant awarded under the Housing Counseling NOFO 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 the resources cited in Grantee's NOFO application were actually provided to Grantee.

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, HUD Handbook

7610.1 REV-5, HUD Grants Management Office (GMO) Handbook 2210.17 Rev. 3 Chapter 2-5 (B)(3)(b), 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 at 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 to 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 disclose 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 Part 214, HUD may impose additional requirements or special conditions on a Grantee who demonstrates the characteristics or behaviors specified in 2 CFR 200.208.
- 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 NOFO, 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 execute the grant before the end of the period of performance or failure to submit a drawdown request for all remaining funds within 120 days following the end of the period of performance.
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 NOFO application that, if known by HUD, would have resulted in this Grant not being awarded.

C. Notice of Default.

1. If an Event of Default occurs under sections B(1) or (4)-(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:

- a. The Event of Default;
 - b. The required corrective action to be taken by the Grantee;
 - c. The date by which the corrective action must be taken; and
 - d. 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 an 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 that 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.
 3. If an Event of Default occurs under section B(3), HUD may recapture unexpended funds without additional notice to grantee.

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) or (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 200.339, the NOFO, and any other applicable HUD requirements.
 2. For a Notice of Default with respect to a default under section B(2), HUD's remedies include:
 - a. 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;
 - b. Notifying the Grantee that they shall be ineligible to apply for or receive further funds under the Housing Counseling Program; and
 - c. Imposing any other remedies that may be available under the law.
- E. **Termination.** The Federal award may be terminated in whole or in part in the event of default or for reasons specified in 2 C.F.R. 200.340.

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 and 2 CFR 200.334-200.338. 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 NOFO 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. Grantees who do not have an audit or who are not required to have an audit are subject to a financial review at HUD's expense. HUD will review individual circumstances upon request. Grant reimbursement may be withheld until all findings and observations in the most recent audit or financial review are resolved.

ARTICLE XIX: DEBARMENT AND SUSPENSION

Grantee shall comply with HUD's requirements for participants at 2 CFR Part 2424, which includes 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 NOFO 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 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 24 CFR 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 for 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

- 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, and is awarded Grant funds 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: HISTORICALLY BLACK COLLEGE AND UNIVERSITY AND OTHER MINORITY SERVING INSTITUTIONS FUNDING INITIATIVE

- A. **Applicability.** This section only applies to grantees receiving the HBCU and other MSI funding initiative. Grantees can verify they received such funds by referring to their FY 2022 Form HUD-1044.
- B. **Memorandum of Understanding (MOU).** At grant execution, Grantees must submit the MOU or similar agreement signed by all partners to signify their formal commitment. At a minimum, the MOU must specify: the partnership's purpose and associated activities; management and organizational structure; each organization's role and responsibilities for funding, participation, and compliance; and how the grantee will integrate data sharing and reporting capabilities. The Grantee is expected to initiate the activities promptly. HUD may withhold or recapture funds if the grantee fails to provide a copy of the signed MOU.
- C. **Projected Budget.** In addition to the projected budget requirements in Article IV(B), at grant execution, Grantees must describe how these funds will be used to further the objectives agreed upon in the MOU.
- D. **Reporting Requirements.** In their Grant Activity Reports, Grantees must indicate the amount of funds expended and the relevant category of eligible activities carried out pursuant to this funding initiative. Grantees must include a brief narrative describing

progress and challenges achieving performance goals and objectives described in the grant application.

In their Final Report, Grantees must describe the extent to which they (or their HBCU and/or other MSI partner(s)) were able to fulfill the program objectives described in their grant application, including outcomes and lessons learned. At a minimum, Grantees must address the five topics below:

1. Describe how Grantee measured outcomes on the target population. Note improvements in any of the following areas (if applicable to program objectives):
 - Financial literacy
 - Knowledge of housing-related rights
 - Credit scores
 - Home ownership
 - Securing safe, affordable, sanitary off-campus housing
 - Number of individuals employed because of training
 - Employment opportunities in the target community
 - Access to other social services
 - New clients gained as a result of marketing and outreach efforts
 - Survey results
 - Other
2. Describe how the institution's students and faculty were included in the proposed activities.
3. Describe how the institution expanded its role in the target community.
4. Describe how you would refine your program if you were to receive grant funds for a second year.
5. Describe how HUD should refine this funding initiative.

ARTICLE XXIV: 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 NOFO;
 4. HUD Handbook 7610.1 REV-5;
 5. HUD Handbook 2210.17 Rev-3, and
 6. 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 (15) days if Grantee is subject to unresolved findings as a result of HUD or other government audits or investigations. *See* 24 CFR 214.305(c)(4).
- 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 has 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 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 Comprehensive NOFO.
- 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 the 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. Supporting Documentation:** HUD reserves the right to request additional documentation demonstrating compliance with any portion of this grant agreement.
- J. 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, 200.344, and 200.345 describe Grantee's closeout requirements and continuing responsibilities after the closeout of this Grant.

K. Organizational Changes. Mergers, acquisitions, or other changes in form or organizational structure should be reported to the HUD POC no later than fifteen (15) 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:

- 1. The new or merged entity receives HUD approval as a housing counseling agency and,
- 2. 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.

L. 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 by Grantee.

IN WITNESS WHEREOF, each of the Parties has caused the following Housing Counseling Program 2022 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Housing Counseling Program 2022 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:

HUD:

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____

By: 

Name:

Name: David Berenbaum

Title:


Title: Deputy Assistant Secretary for Housing Counseling

Date:

Date: 8/18/2022

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 HC220421038	4. Amendment Number	5. Effective Date of this Action October 1, 2022	6. Control Number HC220421038
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 UEI Number: DKTCSFFFL3Q8		8. HUD Administering Office U.S. Department of Housing and Urban Development Office of Housing Counseling 451 7 th Street SW, Room 9224 Washington, DC 20410	
		8a. Name of Administrator David Berenbaum	8b. Telephone Number 202-402-4330
10. Recipient Project Manager Virginia Campbell, 904-209-6146		9. HUD Government Technical Representative Stanley Marion, 678-732-2639	
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 8621/220156	15b. Reservation number HC220421038
HUD Amount this action	\$26,201.00	Amount Previously Obligated \$	
Total HUD Amount	\$26,201.00	Obligation by this action \$26,201.00	
Recipient Amount	\$	Total Obligation \$26,201.00	
Total Instrument Amount	\$26,201.00		
16. Description FY 2022 Grant Type: COMPREHENSIVE COUNSELING – Round 1 HC1 funding to be spread under Housing Counseling Grant Voucher, LOCCS Budget Line Item 9500. Total Award Round 1: \$26,201.00 HC1 / Counseling Services (9500): \$26,201.00 LOCCS Draw Down Expiration Date: January 30, 2024 Period of Performance: October 1, 2022, to September 30, 2023			
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) David Berenbaum	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)
		 Deputy Assistant Secretary, Office of Housing Counseling, HC	8/18/2022



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Housing Counseling
451 7th St., SW, Room 9224
Washington, D. C. 20410

August 18, 2022

Virginia Campbell
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS (90443)
200 San Sebastian Vw Ste 2300
St Augustine, FL 32084-8695

SUBJECT: FY 2022 Round 1 Comprehensive Housing Counseling Program Grant Award
Grant Number: HC220421038

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 \$26,201.00 in the first round of Fiscal Year (FY) 2022 funding 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 2021 Comprehensive Housing Counseling Grant Program Notice of Funding Opportunity.

Funds for this grant award shall be used as follows:

Grant Type: Comprehensive Housing Counseling
Grant Award: \$26,201.00

Please note that if you received Historically Black College and Universities, Hispanic Serving Institutions, or other Minority Serving Institution Funding in FY21 and remain eligible to receive this funding, you will receive this additional funding in Round 2.

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 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 September 23, 2022:

Stanley Marion
stanley.k.marion@hud.gov
678-732-2639

Retain the signed Grant Agreement and the original, signed Form HUD-1044 for your records. Funds will be made available upon execution of the documents and information requested in this letter. Grantees may not draw down on this award until prior years' awards have been fully expended.

We look forward to partnering with your organization. If you have any questions or concerns, please contact your POC.

Sincerely,

A handwritten signature in black ink, appearing to read "David Berenbaum". The signature is fluid and cursive, with a long horizontal stroke at the end.

David Berenbaum
Deputy Assistant Secretary
Office of Housing Counseling

Attachments: HUD-1044
Grant Award Package Checklist
Grant Agreement

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 HC220421038	4. Amendment Number	5. Effective Date of this Action October 1, 2022	6. Control Number HC220421038
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 UEI Number: DKTCSEFFL3Q8		8. HUD Administering Office U.S. Department of Housing and Urban Development Office of Housing Counseling 451 7 th Street SW, Room 9224 Washington, DC 20410	
10. Recipient Project Manager Virginia Campbell, 904-209-6146		8a. Name of Administrator David Berenbaum	8b. Telephone Number 202-402-4330
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		9. HUD Government Technical Representative Stanley Marion, 678-732-2639	
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 8621/220156	15b. Reservation number HC220421038
HUD Amount this action	\$26,201.00	Amount Previously Obligated	\$
Total HUD Amount	\$26,201.00	Obligation by this action	\$26,201.00
Recipient Amount	\$	Total Obligation	\$26,201.00
Total Instrument Amount	\$26,201.00		

16. Description
FY 2022 Grant Type: COMPREHENSIVE COUNSELING – Round 1
HC1 funding to be spread under Housing Counseling Grant Voucher, LOCCS Budget Line Item 9500.

Total Award Round 1: \$26,201.00
HC1 / Counseling Services (9500): \$26,201.00

LOCCS Draw Down Expiration Date: January 30, 2024
Period of Performance: October 1, 2022, to September 30, 2023

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) David Berenbaum	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title  Deputy Assistant Secretary, Office of Housing Counseling, HC	Date (mm/dd/yyyy) 8/18/2022

Office of Housing Counseling
FY 2022 Round 1 Housing Counseling Grant Award Package Checklist

- ✓ This is a checklist of required documents grantees must submit to execute the FY 2022 grant awards. See enclosed grant agreement for detailed requirements of each item.

- ✓ All documents must be returned to the assigned Point of Contact (POC) by September 23, 2022. An incomplete package will delay the ability to 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 elects to charge a de minimis rate of 10% of modified total direct costs in accordance with 2 C.F.R. Part 200.414, **OR**

- Statement that Grantee will not seek reimbursement for indirect costs

Financial Management Systems

- Certification from the executive director or other qualified professional that the organization's financial management systems satisfy the requirements in 2 C.F.R. §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 2019, **OR**

- A copy of the most recent independent financial audit, no earlier than fiscal year 2019, for Grantees that did not expend \$750,000 or more in Federal awards

Code of Conduct

- Verify your Code of Conduct is listed on [HUD's Code of Conduct website](#), **OR**
- Submit your Code of Conduct

Projected Budget

- A budget listing all proposed expenses 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. 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.
- Intermediaries, State Housing Finance Agencies (SHFAs), and Multi-State Organizations (MSOs) must:
 - include a budget for each subgrantee;
 - itemize costs not passed through to subgrantees (such as the costs associated with managing a network including oversight, compliance, quality control, etc.); and
 - list subgrantees and funded branches and their sub-allocations in HCS's budget allocation screen.
- Grantees seeking to use a fixed-fee methodology (reimbursement per activity rather than itemizing salaries and other direct costs) must submit documentation supporting the fixed-fee proposal and ensuring that the rate does not exceed the actual cost of providing the housing counseling services.

Projections for Housing Counseling Grant Activities

- Enter counseling projections in the HUD Housing Counseling System (HCS).
 - Under the "HUD-9902" menu item, select Projections for NOFA-2022-1.
 - Enter the number of housing counseling activities anticipated under the FY2022 grant for each line in Sections 8 and 9. The screen will display the total values for each line item for the entire funding period.
 - Then click on the "Save as Draft" button.
- After saving the draft, notify your HUD POC for review and approval.

Client Management System (CMS)

- Grantee must submit a statement certifying that the organization (and subgrantees and funded branches, if applicable) has a HUD-approved CMS.
- Intermediaries, MSOs, and SHFAs must submit a list of all relevant subgrantees and their respective CMSs.

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING COUNSELING PROGRAM
FISCAL YEAR 2022 GRANT AGREEMENT

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THIS GRANT AGREEMENT (“Agreement”) is made between the United States Department of Housing and Urban Development (“HUD,” “Grantor,” or “Department”) and the organization specified in block seven (7) 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, 2022 (Pub. L. No. 117-103). 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 and Grant Activities are 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;
2. All other applicable federal laws, regulations, executive orders, and Office of Management and Budget Circulars including, but not limited to, 2 CFR Part 200 and the Grants Oversight and New Efficiency Act (“GONE Act”) (Pub. L. No. 114-117);
3. Notice of Funding Opportunity (NOFO) for the Department’s Comprehensive Housing Counseling Grant Program (“Housing Counseling NOFO”) 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”);
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 NOFO, 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;

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

ARTICLE II: DEFINITIONS

- A. See Definitions in 24 CFR Parts 5 and 214.

ARTICLE III: PERIOD OF PERFORMANCE

- A. **Period of Performance.** The Period of Performance shall begin October 1, 2022 and expire at 11:59:59 p.m. Eastern Time on September 30, 2023.
- B. **Program Costs Incurred Prior to Award:** Unless prior approval by HUD of allowability of costs is required under 2 CFR part 200, Applicants may, pursuant to 2 CFR 200.308, revise budget and program plans and OHC may provide reimbursements for eligible costs incurred during the period prior to HUD making an award but no earlier than April 1, 2022. Applicants should indicate whether they intend to seek reimbursement for such costs on form HUD-9906, Chart A, Field R. All costs incurred before the federal awarding agency makes the federal award are at the recipient's risk (i.e., the federal awarding agency is not required to reimburse such costs if the recipient does not receive a federal award or if the federal award is less than anticipated and inadequate to cover such costs).
- C. **Extensions.** The Grantee does not have the authority to extend the Period of Performance without HUD's approval. Grantee must request an extension in writing as early as possible, but no later than ten calendar days prior to the scheduled expiration of the Period of Performance. 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. Extensions must not be exercised merely for the purpose of using unobligated balances. HUD may approve extensions for good cause, on a case-by-case basis, which must not exceed a total of 12 months from the original Period of Performance end date.

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 for approval the number of clients projected to be served under the Grant at the time of Grant execution.
 3. **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 days of the change.
 4. **Provision of Services.** To be reimbursed, Grantee must conduct housing counseling and group education in accordance with HUD Handbook 7610.1 REV-5 and 24 C.F.R. 214.
- B. Projected Budget.** Grantee must submit a projected budget. The budget must itemize all proposed expense categories, which may include: salaries, fringe and other employment benefits, travel, training, marketing, outreach, and the cost of managing a network, and HUD Housing Counselor Certification exam fees. Grantee must indicate any indirect cost rate for which they will seek reimbursement.

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 that receive HBCU and other MSI related funds should refer to additional requirements in Article XXIII.

- 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.

ARTICLE V: SUBCONTRACTS

General Prohibition Against Subcontracting. It is not permissible to contract out housing counseling services, except as specified in 24 CFR 214.103(i). If this exception to the general prohibition applies, Grantee shall comply with 2 C.F.R. 200 and all other requirements. The general prohibition does not apply to web-based education services or the purchase of supplies, material, equipment, or general support services.

ARTICLE VI: ADMINISTRATIVE REQUIREMENTS

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 first and 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 Housing Counseling Work Plan described in this Grant. Such instructions must be within the scope of work set forth in this Agreement and Grantee's Housing Counseling NOFO 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: COST

- A. **Grant Amount.** Grantee shall be reimbursed according to the terms of this Agreement and form HUD-1044.
- B. **Prior Approval Required for Revisions to Work Plan and Budget.** HUD may require prior approval for deviations from grantee's projected services and budget, in accordance with applicable regulations at 2 CFR 200.308. Grantees who receive \$250,000 or more and whose revisions comprise more than a 10% deviation of direct costs must receive prior approval from HUD before amending projected services and budget.
- C. **Allowable Costs.** HUD will reimburse Grantees based on actual expenses. To be reimbursed, costs must be allowable, allocable, and reasonable in accordance with the:
1. Provisions of this Agreement;
 2. The terms and conditions of the Housing Counseling NOFO and the Grant application; and
 3. Applicable principles as outlined in 2 CFR Part 200. Grantee must obtain prior written approval for certain costs as outlined in 2 CFR 200.407. Grantee shall maintain a financial management system that meets or exceeds the federal requirements in 2 CFR Part 200.302.

D. Indirect Cost Rates.

HUD will respect cost classifications determined in a negotiated indirect cost rate agreement (NICRA) or cost allocation plan. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both (*See* 2 CFR 200.403). HUD may require applicants to provide documentation supporting classification of direct and indirect costs.

If Grantee has a NICRA, the grantee must provide documentation from the cognizant agency showing the approved rate. Successful applicants whose rate changes after the application deadline must submit the new rate and documentation. Applicants without a valid NICRA may choose to take a 10% de minimis indirect cost rate pursuant to 2 CFR 200.414(f). Documentation of the decision to use the de minimis indirect cost 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 Part 200.

E. Period of Availability of Funds. Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred for activities taking place during the Period of Performance unless HUD has approved an extension.

F. Profits. No fee, profit, or other increment above allowable costs shall be paid to Grantee.

G. Grantees with Multiple Sources of Funding. HUD will not reimburse the Grantee for the same portion of service(s) or good(s) already covered by another funding source. HUD will not limit Grantees' ability to bill other allowable sources for the same client if the cost of counseling exceeds the amount of reimbursement provided by HUD. However, total reimbursement from all funding sources may not exceed the actual cost of providing services. Grantees must have adequate internal controls to ensure there is no double-billing. HUD reserves the right, at any point in time, to request documentation 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. Inadequately documented reimbursement requests may be disallowed and are subject to repayment using non-federal funds or an offset to current or future grant awards.

H. 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.

ARTICLE X: REPORTING

- A. **Grant Activity Reports** To be reimbursed, Grantees must submit Grant Activity Reports (GAR). Grantees that also provide counseling services at their main office must submit a separate report for their main office. Grantees that receive HBCU and other MSI funds should refer to additional requirements in Article XXIII.

A Grant Activity Report contains 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. Staff and Hourly rate. Identify each counselor or other employee whose time or activity, or both, is billed to the Grant, the individual's title, the individual's FHA Connection Housing Counselor ID number demonstrating certification (as applicable), and the hourly rate used to calculate reimbursement. Grantee must describe treatment of fringe benefits.
4. Staff hours. For each employee whose time will be reimbursed from the Grant, indicate the total number of hours being billed to the Grant cumulatively and for the quarter. Multiply the relevant hours by the relevant hourly rate (see item #3) and indicate the cumulative salary reimbursement and salary reimbursement for the quarter.
5. Itemized Expenses. Grantees must itemize actual expenses for each quarter and cumulatively.

The accounting must include an itemization of the following, as applicable: salaries, fringe and other benefits, training, marketing and outreach, cost of managing a network, and indirect costs.

The itemization may be submitted in a format of the Grantee's choosing. Deviations between the itemization and the budget submitted at Grant execution must be approved by the HUD POC.

6. 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.

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, 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 the agency complies with nonprofit and tax-exempt status requirements at 24 CFR 214.103(a). I certify that requests for reimbursements under the grant award have not been reimbursed by any other funding source. I certify that all reimbursement requests comply with the Federal agency’s procurement and travel policies, in addition to the requirements set forth in 2 CFR 200.318 and 2 CFR 200.475. 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. 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. As a HUD-approved housing counseling agency, Grantees already report their HUD-9902 data on a quarterly basis. Grantees must continue to report their HUD-9902 data on a quarterly basis, even after their grant is expended. However, as part of the Grant Activity Report, Grantees must update their HUD-9902 data to reflect activity funded through this Agreement. Grant activity should be transmitted through a client management system (CMS) directly into HCS and Grantees must report all activity billed to HUD Housing Counseling Grants in the “All Counseling and Education Activities” column. 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 the 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.

B. Final Report. A final report containing the following is due 120 calendar days after the period of performance ends. *See* 2 CFR 200.329(c)(1):

1. All items listed in Section A of this Article.
2. A brief narrative report describing 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.
3. Grantees with expired Grants and Undisbursed Balances at the end of the Period of Performance must provide a narrative description explaining the challenges leading to delays in Grant closeout.
4. 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 authorized individual, which states that all closeout activities per 2 CFR 200.344-345 have been completed.
5. NICRAs containing final rates for any period for which the grantee received reimbursement of indirect costs.
6. Grantees must complete and submit the Form SF-425, summarizing financial data.
7. Grantees that receive HBCU and other MSI funds should refer to additional requirements in Article XXIII.

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. 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: (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 form HUD-9902 data reflecting counseling activities attributable to all sources of funding. See 2 CFR 200.339. HUD may also withhold payment or partial payment to Grantee if Grantee is voluntarily or involuntarily placed on inactive status, including for noncompliance with program requirements, or suspended or terminated from HUD's Housing Counseling Program.

E. Funds Recapture. HUD may recapture any unspent funds.

ARTICLE XI: 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 eLOCCS for prior year Grant Funds for the same Grantee. Grantees whose eLOCCS 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 eLOCCS password once every sixty 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 eLOCCS 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 eLOCCS.
6. All vouchers for Grant payments must be submitted to HUD electronically through Form HUD-50080, eLOCCS payment voucher. Reimbursement requested for counseling services must be reported under Budget Line Item 9500 (Counseling Services), while reimbursement requested for the Minority Serving Institutions funding initiative must be reported under Budget Line Item 9525 (MSI). 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 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. A HUD POC will approve payment requests only upon receipt of an acceptable Grant Activity Report and, if applicable, the Final Report required in accordance with Article XI of this agreement. The period covered by the Grant Activity Report and payment request must cover one or more complete quarters (i.e. partial quarters are not allowed). A copy of the eLOCCS voucher must be transmitted to the HUD POC by email at the time the request is made through eLOCCS.
8. Grantees shall comply with 2 C.F.R. § 200.305.

B. **Documentation of Expenses.** Grantee must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, documentation of personnel expenses (to include personnel activity reports and certified payroll), 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 used 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 employees' 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.

- C. **Documentation of Other Funding Sources.** A Grant awarded under the Housing Counseling NOFO 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 the resources cited in Grantee's NOFO application were actually provided to Grantee.

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, HUD Handbook

7610.1 REV-5, HUD Grants Management Office (GMO) Handbook 2210.17 Rev. 3 Chapter 2-5 (B)(3)(b), 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 at 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 to 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 disclose 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 Part 214, HUD may impose additional requirements or special conditions on a Grantee who demonstrates the characteristics or behaviors specified in 2 CFR 200.208.
- 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 NOFO, 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 execute the grant before the end of the period of performance or failure to submit a drawdown request for all remaining funds within 120 days following the end of the period of performance.
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 NOFO application that, if known by HUD, would have resulted in this Grant not being awarded.

C. Notice of Default.

1. If an Event of Default occurs under sections B(1) or (4)-(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:

- a. The Event of Default;
 - b. The required corrective action to be taken by the Grantee;
 - c. The date by which the corrective action must be taken; and
 - d. 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 an 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 that 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.
 3. If an Event of Default occurs under section B(3), HUD may recapture unexpended funds without additional notice to grantee.

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) or (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 200.339, the NOFO, and any other applicable HUD requirements.
 2. For a Notice of Default with respect to a default under section B(2), HUD's remedies include:
 - a. 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;
 - b. Notifying the Grantee that they shall be ineligible to apply for or receive further funds under the Housing Counseling Program; and
 - c. Imposing any other remedies that may be available under the law.
- E. **Termination.** The Federal award may be terminated in whole or in part in the event of default or for reasons specified in 2 C.F.R. 200.340.

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 and 2 CFR 200.334-200.338. 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 NOFO 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. Grantees who do not have an audit or who are not required to have an audit are subject to a financial review at HUD's expense. HUD will review individual circumstances upon request. Grant reimbursement may be withheld until all findings and observations in the most recent audit or financial review are resolved.

ARTICLE XIX: DEBARMENT AND SUSPENSION

Grantee shall comply with HUD's requirements for participants at 2 CFR Part 2424, which includes 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 NOFO 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 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 24 CFR 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 for 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

- 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, and is awarded Grant funds 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: HISTORICALLY BLACK COLLEGE AND UNIVERSITY AND OTHER MINORITY SERVING INSTITUTIONS FUNDING INITIATIVE

- A. **Applicability.** This section only applies to grantees receiving the HBCU and other MSI funding initiative. Grantees can verify they received such funds by referring to their FY 2022 Form HUD-1044.
- B. **Memorandum of Understanding (MOU).** At grant execution, Grantees must submit the MOU or similar agreement signed by all partners to signify their formal commitment. At a minimum, the MOU must specify: the partnership's purpose and associated activities; management and organizational structure; each organization's role and responsibilities for funding, participation, and compliance; and how the grantee will integrate data sharing and reporting capabilities. The Grantee is expected to initiate the activities promptly. HUD may withhold or recapture funds if the grantee fails to provide a copy of the signed MOU.
- C. **Projected Budget.** In addition to the projected budget requirements in Article IV(B), at grant execution, Grantees must describe how these funds will be used to further the objectives agreed upon in the MOU.
- D. **Reporting Requirements.** In their Grant Activity Reports, Grantees must indicate the amount of funds expended and the relevant category of eligible activities carried out pursuant to this funding initiative. Grantees must include a brief narrative describing

progress and challenges achieving performance goals and objectives described in the grant application.

In their Final Report, Grantees must describe the extent to which they (or their HBCU and/or other MSI partner(s)) were able to fulfill the program objectives described in their grant application, including outcomes and lessons learned. At a minimum, Grantees must address the five topics below:

1. Describe how Grantee measured outcomes on the target population. Note improvements in any of the following areas (if applicable to program objectives):
 - Financial literacy
 - Knowledge of housing-related rights
 - Credit scores
 - Home ownership
 - Securing safe, affordable, sanitary off-campus housing
 - Number of individuals employed because of training
 - Employment opportunities in the target community
 - Access to other social services
 - New clients gained as a result of marketing and outreach efforts
 - Survey results
 - Other
2. Describe how the institution's students and faculty were included in the proposed activities.
3. Describe how the institution expanded its role in the target community.
4. Describe how you would refine your program if you were to receive grant funds for a second year.
5. Describe how HUD should refine this funding initiative.

ARTICLE XXIV: 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 NOFO;
 4. HUD Handbook 7610.1 REV-5;
 5. HUD Handbook 2210.17 Rev-3, and
 6. 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 (15) days if Grantee is subject to unresolved findings as a result of HUD or other government audits or investigations. *See* 24 CFR 214.305(c)(4).
- 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 has 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 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 Comprehensive NOFO.
- 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 the 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. **Supporting Documentation:** HUD reserves the right to request additional documentation demonstrating compliance with any portion of this grant agreement.
- J. **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, 200.344, and 200.345 describe Grantee's closeout requirements and continuing responsibilities after the closeout of this Grant.

K. Organizational Changes. Mergers, acquisitions, or other changes in form or organizational structure should be reported to the HUD POC no later than fifteen (15) 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:

- 1. The new or merged entity receives HUD approval as a housing counseling agency and,
- 2. 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.

L. 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 by Grantee.

IN WITNESS WHEREOF, each of the Parties has caused the following Housing Counseling Program 2022 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Housing Counseling Program 2022 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:

HUD:

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: _____

By: 

Name:

Name: David Berenbaum

Title:

Title: Deputy Assistant Secretary for Housing Counseling

Date:

Date: 8/18/2022



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Office of Housing Counseling
451 7th St., SW, Room 9224
Washington, D. C. 20410

March 21, 2022

**EXPRESSION OF INTEREST IN FISCAL YEAR 2022 COMPREHENSIVE HOUSING
COUNSELING GRANT PROGRAM FUNDS FOR FISCAL YEAR 2021 GRANT
RECIPIENTS**

Your agency was awarded a Fiscal Year (FY) 2021 Comprehensive Housing Counseling grant award, announced on January 24, 2022. The purpose of this letter is to determine your agency's interest in receiving FY 2022 Comprehensive Housing Counseling Grant Program funding. This funding is described in section I.A.2 of the U.S. Department of Housing and Urban Development's (HUD) Notice of Funding Opportunity (NOFO) for the Department's FY 2021 Comprehensive Housing Counseling Grant Program.

To state your agency's interest, your agency's chief executive or authorized signer must select "YES" or "NO" in the appropriate box below, then sign and date below. **Please submit this expression of interest by March 31, 2022. Email the completed letter to housing.counseling@hud.gov with the subject "Expression of Interest in FY 2022 Comprehensive Housing Counseling Grant Program Funds."** Please also copy your agency's Office of Housing Counseling (OHC) Point of Contact (POC) on your response.

If your agency is an Intermediary, Multi-State Organization, or State Housing Finance Agency and your subgrantee network has changed since the FY 2021 NOFO, please provide an updated list of your network's subgrantees. See Article V Section (B)(2) of the FY 2021 Grant Agreement.

Background

The FY 2021 NOFO reserved the right for HUD to award both FY 2021 and FY 2022 funds based on the FY 2021 competition. HUD plans to issue the majority of FY 2022 Comprehensive Housing Counseling Grant Program funds to FY 2021 grantees that express an interest in the funds and have remained eligible under the terms of the FY 2021 NOFO.

If your agency was also awarded FY 2021 funding for the Minority Serving Institution (MSI) initiative, as described in section V.B.4 of the FY 2021 NOFO, HUD reserves the right to award MSI initiative funding in FY 2022, contingent on the availability of appropriations.

All awards are subject to the availability of appropriations and all other authority governing the award of FY 2022 funds. As described in section I.A.2 of the FY 2021 NOFO, if FY 2022 funding becomes available, HUD will determine award amounts based on the FY 2021 funding methodology for those FY 2021 grantees that remain eligible and express interest by completing and submitting this letter.

If partial funding for FY 2022 becomes available for HUD to distribute under a continuing resolution, HUD may distribute FY 2022 funds in multiple rounds.

HUD reserves the right to issue a supplemental comprehensive housing counseling NOFO in FY 2022, with eligibility that may be limited to agencies that did not receive an award through the FY 2021 NOFO.

All questions regarding this request should be sent to housing.counseling@hud.gov with "Expression of Interest" in the subject line, or to your agency's OHC POC.

Sincerely,



David Berenbaum
Deputy Assistant Secretary
Office of Housing Counseling

Expression of Interest

Please choose from one of the two options below:

YES, my agency is interested in receiving FY 2022 funds as outlined in the FY 2021 NOFO.

NO, my agency is not interested in receiving FY 2022 funds as outlined in the FY 2021 NOFO. I understand that by choosing "NO" I will likely render my agency ineligible for all FY 2022 Comprehensive Housing Counseling Grant Program funding.

Hunter S Conrad

Signature

Hunter S. Conrad, County Administrator

Name, Title

3/25/2022

Date

St Johns County Board of Commissioners

Housing Counseling Agency Name

90443

Agency HCS ID



St. Johns County Board of County Commissioners

Housing & Community Development

Stanley Marion
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 Mr. Marion,

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 to Hunter Conrad, County Administrator, the authority to carry out the responsibilities of certifying officer.

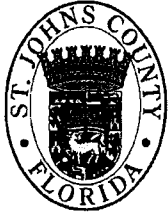
I hereby attest to the fact that St. Johns County's financial management system is fully compliant with all applicable regulations stated at 2 CFR 200.302.

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

Henry Dean
Chair
St Johns County Board of County Commissioners

Signed on this _____ of October, 2022

NAME AND CONTACT INFORMATION FOR CERTIFYING OFFICER:
Hunter Conrad, County Administrator, 500 San Sebastian View, St Augustine, FL 32084



St. Johns County Board of County Commissioners

Housing & Community Development

September 12, 2022

Stan Marion
Management Analyst
U.S. Department of Housing and Urban Development
Office of Outreach and Capacity Building
40 Marietta St, Floor 15
Atlanta, GA 30303

Dear Mr. Marion:

Per the 2022 NOFO 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 black ink, appearing to read "Joseph Cone III". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Joseph Cone III
Assistant Executive Director
St Johns County Health and Human Services



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Housing Counseling
451 7th St., SW, Room 9224
Washington, D. C. 20410

August 18, 2022

Virginia Campbell
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS (90443)
200 San Sebastian Vw Ste 2300
St Augustine, FL 32084-8695

SUBJECT: FY 2022 Round 1 Comprehensive Housing Counseling Program Grant Award
Grant Number: HC220421038

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 \$26,201.00 in the first round of Fiscal Year (FY) 2022 funding 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 2021 Comprehensive Housing Counseling Grant Program Notice of Funding Opportunity.

Funds for this grant award shall be used as follows:

Grant Type: Comprehensive Housing Counseling
Grant Award: \$26,201.00

Please note that if you received Historically Black College and Universities, Hispanic Serving Institutions, or other Minority Serving Institution Funding in FY21 and remain eligible to receive this funding, you will receive this additional funding in Round 2.

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 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 September 23, 2022:

Stanley Marion
stanley.k.marion@hud.gov
678-732-2639

Retain the signed Grant Agreement and the original, signed Form HUD-1044 for your records. Funds will be made available upon execution of the documents and information requested in this letter. Grantees may not draw down on this award until prior years' awards have been fully expended.

We look forward to partnering with your organization. If you have any questions or concerns, please contact your POC.

Sincerely,

A handwritten signature in black ink, appearing to read "David Berenbaum". The signature is fluid and cursive, with a long horizontal stroke at the end.

David Berenbaum
Deputy Assistant Secretary
Office of Housing Counseling

Attachments: HUD-1044
Grant Award Package Checklist
Grant Agreement

Office of Housing Counseling
FY 2022 Round 1 Housing Counseling Grant Award Package Checklist

- ✓ This is a checklist of required documents grantees must submit to execute the FY 2022 grant awards. See enclosed grant agreement for detailed requirements of each item.
- ✓ All documents must be returned to the assigned Point of Contact (POC) by September 23, 2022. An incomplete package will delay the ability to 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 elects to charge a de minimis rate of 10% of modified total direct costs in accordance with 2 C.F.R. Part 200.414, **OR**
- Statement that Grantee will not seek reimbursement for indirect costs

Financial Management Systems

- Certification from the executive director or other qualified professional that the organization's financial management systems satisfy the requirements in 2 C.F.R. §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 2019, **OR**
- A copy of the most recent independent financial audit, no earlier than fiscal year 2019, for Grantees that did not expend \$750,000 or more in Federal awards

Code of Conduct

- Verify your Code of Conduct is listed on HUD's Code of Conduct website, **OR**
- Submit your Code of Conduct

Projected Budget

- A budget listing all proposed expenses 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. 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.
- Intermediaries, State Housing Finance Agencies (SHFAs), and Multi-State Organizations (MSOs) must:
 - include a budget for each subgrantee;
 - itemize costs not passed through to subgrantees (such as the costs associated with managing a network including oversight, compliance, quality control, etc.); and
 - list subgrantees and funded branches and their sub-allocations in HCS's budget allocation screen.
- Grantees seeking to use a fixed-fee methodology (reimbursement per activity rather than itemizing salaries and other direct costs) must submit documentation supporting the fixed-fee proposal and ensuring that the rate does not exceed the actual cost of providing the housing counseling services.

Projections for Housing Counseling Grant Activities


- Enter counseling projections in the HUD Housing Counseling System (HCS).
 - Under the "HUD-9902" menu item, select Projections for NOFA-2022-1.
 - Enter the number of housing counseling activities anticipated under the FY2022 grant for each line in Sections 8 and 9. The screen will display the total values for each line item for the entire funding period.
 - Then click on the "Save as Draft" button.
- After saving the draft, notify your HUD POC for review and approval.

Client Management System (CMS)

- Grantee must submit a statement certifying that the organization (and subgrantees and funded branches, if applicable) has a HUD-approved CMS.
- Intermediaries, MSOs, and SHFAs must submit a list of all relevant subgrantees and their respective CMSs.

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 HC220421038	4. Amendment Number	5. Effective Date of this Action October 1, 2022	6. Control Number HC220421038
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 UEI Number: DKTCSFFFL3Q8		8. HUD Administering Office U.S. Department of Housing and Urban Development Office of Housing Counseling 451 7 th Street SW, Room 9224 Washington, DC 20410	
10. Recipient Project Manager Virginia Campbell, 904-209-6146		8a. Name of Administrator David Berenbaum	8b. Telephone Number 202-402-4330
11. Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		9. HUD Government Technical Representative Stanley Marion, 678-732-2639	
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	\$26,201.00	8621/220156	HC220421038
Total HUD Amount	\$26,201.00	Amount Previously Obligated	\$
Recipient Amount	\$	Obligation by this action	\$26,201.00
Total Instrument Amount	\$26,201.00	Total Obligation	\$26,201.00
16. Description FY 2022 Grant Type: COMPREHENSIVE COUNSELING – Round 1 HC1 funding to be spread under Housing Counseling Grant Voucher, LOCCS Budget Line Item 9500. Total Award Round 1: \$26,201.00 HC1 / Counseling Services (9500): \$26,201.00 LOCCS Draw Down Expiration Date: January 30, 2024 Period of Performance: October 1, 2022, to September 30, 2023			
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) David Berenbaum	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)
		 Deputy Assistant Secretary, Office of Housing Counseling, HC	8/18/2022

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HOUSING COUNSELING PROGRAM
FISCAL YEAR 2022 GRANT AGREEMENT

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THIS GRANT AGREEMENT (“Agreement”) is made between the United States Department of Housing and Urban Development (“HUD,” “Grantor,” or “Department”) and the organization specified in block seven (7) 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, 2022 (Pub. L. No. 117-103). 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 and Grant Activities are 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;
2. All other applicable federal laws, regulations, executive orders, and Office of Management and Budget Circulars including, but not limited to, 2 CFR Part 200 and the Grants Oversight and New Efficiency Act (“GONE Act”) (Pub. L. No. 114-117);
3. Notice of Funding Opportunity (NOFO) for the Department’s Comprehensive Housing Counseling Grant Program (“Housing Counseling NOFO”) 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”);
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 NOFO, 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;

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

ARTICLE II: DEFINITIONS

- A. See Definitions in 24 CFR Parts 5 and 214.

ARTICLE III: PERIOD OF PERFORMANCE

- A. **Period of Performance.** The Period of Performance shall begin October 1, 2022 and expire at 11:59:59 p.m. Eastern Time on September 30, 2023.
- B. **Program Costs Incurred Prior to Award:** Unless prior approval by HUD of allowability of costs is required under 2 CFR part 200, Applicants may, pursuant to 2 CFR 200.308, revise budget and program plans and OHC may provide reimbursements for eligible costs incurred during the period prior to HUD making an award but no earlier than April 1, 2022. Applicants should indicate whether they intend to seek reimbursement for such costs on form HUD-9906, Chart A, Field R. All costs incurred before the federal awarding agency makes the federal award are at the recipient's risk (i.e., the federal awarding agency is not required to reimburse such costs if the recipient does not receive a federal award or if the federal award is less than anticipated and inadequate to cover such costs).
- C. **Extensions.** The Grantee does not have the authority to extend the Period of Performance without HUD's approval. Grantee must request an extension in writing as early as possible, but no later than ten calendar days prior to the scheduled expiration of the Period of Performance. 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. Extensions must not be exercised merely for the purpose of using unobligated balances. HUD may approve extensions for good cause, on a case-by-case basis, which must not exceed a total of 12 months from the original Period of Performance end date.

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 for approval the number of clients projected to be served under the Grant at the time of Grant execution.
 3. **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 days of the change.
 4. **Provision of Services.** To be reimbursed, Grantee must conduct housing counseling and group education in accordance with HUD Handbook 7610.1 REV-5 and 24 C.F.R. 214.
- B. Projected Budget.** Grantee must submit a projected budget. The budget must itemize all proposed expense categories, which may include: salaries, fringe and other employment benefits, travel, training, marketing, outreach, and the cost of managing a network, and HUD Housing Counselor Certification exam fees. Grantee must indicate any indirect cost rate for which they will seek reimbursement.

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 that receive HBCU and other MSI related funds should refer to additional requirements in Article XXIII.

- 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.

ARTICLE V: SUBCONTRACTS

General Prohibition Against Subcontracting. It is not permissible to contract out housing counseling services, except as specified in 24 CFR 214.103(i). If this exception to the general prohibition applies, Grantee shall comply with 2 C.F.R. 200 and all other requirements. The general prohibition does not apply to web-based education services or the purchase of supplies, material, equipment, or general support services.

ARTICLE VI: ADMINISTRATIVE REQUIREMENTS

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 first and 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 Housing Counseling Work Plan described in this Grant. Such instructions must be within the scope of work set forth in this Agreement and Grantee's Housing Counseling NOFO 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: COST

- A. **Grant Amount.** Grantee shall be reimbursed according to the terms of this Agreement and form HUD-1044.
- B. **Prior Approval Required for Revisions to Work Plan and Budget.** HUD may require prior approval for deviations from grantee's projected services and budget, in accordance with applicable regulations at 2 CFR 200.308. Grantees who receive \$250,000 or more and whose revisions comprise more than a 10% deviation of direct costs must receive prior approval from HUD before amending projected services and budget.
- C. **Allowable Costs.** HUD will reimburse Grantees based on actual expenses. To be reimbursed, costs must be allowable, allocable, and reasonable in accordance with the:
1. Provisions of this Agreement;
 2. The terms and conditions of the Housing Counseling NOFO and the Grant application; and
 3. Applicable principles as outlined in 2 CFR Part 200. Grantee must obtain prior written approval for certain costs as outlined in 2 CFR 200.407. Grantee shall maintain a financial management system that meets or exceeds the federal requirements in 2 CFR Part 200.302.

D. Indirect Cost Rates.

HUD will respect cost classifications determined in a negotiated indirect cost rate agreement (NICRA) or cost allocation plan. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both (*See* 2 CFR 200.403). HUD may require applicants to provide documentation supporting classification of direct and indirect costs.

If Grantee has a NICRA, the grantee must provide documentation from the cognizant agency showing the approved rate. Successful applicants whose rate changes after the application deadline must submit the new rate and documentation. Applicants without a valid NICRA may choose to take a 10% de minimis indirect cost rate pursuant to 2 CFR 200.414(f). Documentation of the decision to use the de minimis indirect cost 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 Part 200.

E. Period of Availability of Funds. Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred for activities taking place during the Period of Performance unless HUD has approved an extension.

F. Profits. No fee, profit, or other increment above allowable costs shall be paid to Grantee.

G. Grantees with Multiple Sources of Funding. HUD will not reimburse the Grantee for the same portion of service(s) or good(s) already covered by another funding source. HUD will not limit Grantees' ability to bill other allowable sources for the same client if the cost of counseling exceeds the amount of reimbursement provided by HUD. However, total reimbursement from all funding sources may not exceed the actual cost of providing services. Grantees must have adequate internal controls to ensure there is no double-billing. HUD reserves the right, at any point in time, to request documentation 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. Inadequately documented reimbursement requests may be disallowed and are subject to repayment using non-federal funds or an offset to current or future grant awards.

H. 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.

ARTICLE X: REPORTING

- A. **Grant Activity Reports** To be reimbursed, Grantees must submit Grant Activity Reports (GAR). Grantees that also provide counseling services at their main office must submit a separate report for their main office. Grantees that receive HBCU and other MSI funds should refer to additional requirements in Article XXIII.

A Grant Activity Report contains 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. Staff and Hourly rate. Identify each counselor or other employee whose time or activity, or both, is billed to the Grant, the individual's title, the individual's FHA Connection Housing Counselor ID number demonstrating certification (as applicable), and the hourly rate used to calculate reimbursement. Grantee must describe treatment of fringe benefits.
4. Staff hours. For each employee whose time will be reimbursed from the Grant, indicate the total number of hours being billed to the Grant cumulatively and for the quarter. Multiply the relevant hours by the relevant hourly rate (see item #3) and indicate the cumulative salary reimbursement and salary reimbursement for the quarter.
5. Itemized Expenses. Grantees must itemize actual expenses for each quarter and cumulatively.

The accounting must include an itemization of the following, as applicable: salaries, fringe and other benefits, training, marketing and outreach, cost of managing a network, and indirect costs.

The itemization may be submitted in a format of the Grantee's choosing. Deviations between the itemization and the budget submitted at Grant execution must be approved by the HUD POC.

6. 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.

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, 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 the agency complies with nonprofit and tax-exempt status requirements at 24 CFR 214.103(a). I certify that requests for reimbursements under the grant award have not been reimbursed by any other funding source. I certify that all reimbursement requests comply with the Federal agency’s procurement and travel policies, in addition to the requirements set forth in 2 CFR 200.318 and 2 CFR 200.475. 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. 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.** As a HUD-approved housing counseling agency, Grantees already report their HUD-9902 data on a quarterly basis. Grantees must continue to report their HUD-9902 data on a quarterly basis, even after their grant is expended. However, as part of the Grant Activity Report, Grantees must update their HUD-9902 data to reflect activity funded through this Agreement. Grant activity should be transmitted through a client management system (CMS) directly into HCS and Grantees must report all activity billed to HUD Housing Counseling Grants in the “All Counseling and Education Activities” column. 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 the 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.

B. Final Report. A final report containing the following is due 120 calendar days after the period of performance ends. *See* 2 CFR 200.329(c)(1):

1. All items listed in Section A of this Article.
2. A brief narrative report describing 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.
3. Grantees with expired Grants and Undisbursed Balances at the end of the Period of Performance must provide a narrative description explaining the challenges leading to delays in Grant closeout.
4. 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 authorized individual, which states that all closeout activities per 2 CFR 200.344-345 have been completed.
5. NICRAs containing final rates for any period for which the grantee received reimbursement of indirect costs.
6. Grantees must complete and submit the Form SF-425, summarizing financial data.
7. Grantees that receive HBCU and other MSI funds should refer to additional requirements in Article XXIII.

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. **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: (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 form HUD-9902 data reflecting counseling activities attributable to all sources of funding. See 2 CFR 200.339. HUD may also withhold payment or partial payment to Grantee if Grantee is voluntarily or involuntarily placed on inactive status, including for noncompliance with program requirements, or suspended or terminated from HUD's Housing Counseling Program.

E. **Funds Recapture.** HUD may recapture any unspent funds.

ARTICLE XI: 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 eLOCCS for prior year Grant Funds for the same Grantee. Grantees whose eLOCCS 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 eLOCCS password once every sixty 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 eLOCCS 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 eLOCCS.
6. All vouchers for Grant payments must be submitted to HUD electronically through Form HUD-50080, eLOCCS payment voucher. Reimbursement requested for counseling services must be reported under Budget Line Item 9500 (Counseling Services), while reimbursement requested for the Minority Serving Institutions funding initiative must be reported under Budget Line Item 9525 (MSI). 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 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. A HUD POC will approve payment requests only upon receipt of an acceptable Grant Activity Report and, if applicable, the Final Report required in accordance with Article XI of this agreement. The period covered by the Grant Activity Report and payment request must cover one or more complete quarters (i.e. partial quarters are not allowed). A copy of the eLOCCS voucher must be transmitted to the HUD POC by email at the time the request is made through eLOCCS.
8. Grantees shall comply with 2 C.F.R. § 200.305.

B. **Documentation of Expenses.** Grantee must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, documentation of personnel expenses (to include personnel activity reports and certified payroll), 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 used 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 employees' 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.

- C. **Documentation of Other Funding Sources.** A Grant awarded under the Housing Counseling NOFO 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 the resources cited in Grantee's NOFO application were actually provided to Grantee.

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, HUD Handbook

7610.1 REV-5, HUD Grants Management Office (GMO) Handbook 2210.17 Rev. 3 Chapter 2-5 (B)(3)(b), 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 at 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 to 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 disclose 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 Part 214, HUD may impose additional requirements or special conditions on a Grantee who demonstrates the characteristics or behaviors specified in 2 CFR 200.208.
- 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 NOFO, 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 execute the grant before the end of the period of performance or failure to submit a drawdown request for all remaining funds within 120 days following the end of the period of performance.
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 NOFO application that, if known by HUD, would have resulted in this Grant not being awarded.

C. Notice of Default.

1. If an Event of Default occurs under sections B(1) or (4)-(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:

- a. The Event of Default;
 - b. The required corrective action to be taken by the Grantee;
 - c. The date by which the corrective action must be taken; and
 - d. 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 an 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 that 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.
 3. If an Event of Default occurs under section B(3), HUD may recapture unexpended funds without additional notice to grantee.

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) or (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 200.339, the NOFO, and any other applicable HUD requirements.
 2. For a Notice of Default with respect to a default under section B(2), HUD's remedies include:
 - a. 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;
 - b. Notifying the Grantee that they shall be ineligible to apply for or receive further funds under the Housing Counseling Program; and
 - c. Imposing any other remedies that may be available under the law.
- E. **Termination.** The Federal award may be terminated in whole or in part in the event of default or for reasons specified in 2 C.F.R. 200.340.

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 and 2 CFR 200.334-200.338. 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 NOFO 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. Grantees who do not have an audit or who are not required to have an audit are subject to a financial review at HUD's expense. HUD will review individual circumstances upon request. Grant reimbursement may be withheld until all findings and observations in the most recent audit or financial review are resolved.

ARTICLE XIX: DEBARMENT AND SUSPENSION

Grantee shall comply with HUD's requirements for participants at 2 CFR Part 2424, which includes 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 NOFO 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 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 24 CFR 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 for 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

- 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, and is awarded Grant funds 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: HISTORICALLY BLACK COLLEGE AND UNIVERSITY AND OTHER MINORITY SERVING INSTITUTIONS FUNDING INITIATIVE

- A. **Applicability.** This section only applies to grantees receiving the HBCU and other MSI funding initiative. Grantees can verify they received such funds by referring to their FY 2022 Form HUD-1044.
- B. **Memorandum of Understanding (MOU).** At grant execution, Grantees must submit the MOU or similar agreement signed by all partners to signify their formal commitment. At a minimum, the MOU must specify: the partnership's purpose and associated activities; management and organizational structure; each organization's role and responsibilities for funding, participation, and compliance; and how the grantee will integrate data sharing and reporting capabilities. The Grantee is expected to initiate the activities promptly. HUD may withhold or recapture funds if the grantee fails to provide a copy of the signed MOU.
- C. **Projected Budget.** In addition to the projected budget requirements in Article IV(B), at grant execution, Grantees must describe how these funds will be used to further the objectives agreed upon in the MOU.
- D. **Reporting Requirements.** In their Grant Activity Reports, Grantees must indicate the amount of funds expended and the relevant category of eligible activities carried out pursuant to this funding initiative. Grantees must include a brief narrative describing

progress and challenges achieving performance goals and objectives described in the grant application.

In their Final Report, Grantees must describe the extent to which they (or their HBCU and/or other MSI partner(s)) were able to fulfill the program objectives described in their grant application, including outcomes and lessons learned. At a minimum, Grantees must address the five topics below:

1. Describe how Grantee measured outcomes on the target population. Note improvements in any of the following areas (if applicable to program objectives):
 - Financial literacy
 - Knowledge of housing-related rights
 - Credit scores
 - Home ownership
 - Securing safe, affordable, sanitary off-campus housing
 - Number of individuals employed because of training
 - Employment opportunities in the target community
 - Access to other social services
 - New clients gained as a result of marketing and outreach efforts
 - Survey results
 - Other
2. Describe how the institution's students and faculty were included in the proposed activities.
3. Describe how the institution expanded its role in the target community.
4. Describe how you would refine your program if you were to receive grant funds for a second year.
5. Describe how HUD should refine this funding initiative.

ARTICLE XXIV: 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 NOFO;
 4. HUD Handbook 7610.1 REV-5;
 5. HUD Handbook 2210.17 Rev-3, and
 6. 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 (15) days if Grantee is subject to unresolved findings as a result of HUD or other government audits or investigations. *See* 24 CFR 214.305(c)(4).
- 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 has 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 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 Comprehensive NOFO.
- 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 the 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. Supporting Documentation:** HUD reserves the right to request additional documentation demonstrating compliance with any portion of this grant agreement.
- J. 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, 200.344, and 200.345 describe Grantee's closeout requirements and continuing responsibilities after the closeout of this Grant.

K. Organizational Changes. Mergers, acquisitions, or other changes in form or organizational structure should be reported to the HUD POC no later than fifteen (15) 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:

1. The new or merged entity receives HUD approval as a housing counseling agency and,
2. 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.

L. 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 by Grantee.

IN WITNESS WHEREOF, each of the Parties has caused the following Housing Counseling Program 2022 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Housing Counseling Program 2022 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

By: _____

Name:

Title:

Date:

HUD:

UNITED STATES DEPARTMENT
OF HOUSING AND URBAN
DEVELOPMENT

By: 

Name: David Berenbaum

Title: Deputy Assistant Secretary for Housing
Counseling

Date: 8/18/2022