

**RESOLUTION NO. 2024 - 261**

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, RECOGNIZING AND APPROPRIATING \$21,707 IN GRANT FUNDS FROM THE FY 2023 COMPREHENSIVE HOUSING COUNSELING GRANT PROGRAM U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, TO THE HOUSING DEPARTMENT'S HOUSING AND FINANCIAL COUNSELING PROGRAM TO PROVIDE HOUSING COUNSELING; APPROVING, AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AND DELVER THE GRANT AGREEMENT AND DOCUMENTS RELATED TO THE GRANT; AMENDING THE COUNTY'S 2024 GENERAL FUND BUDGET TO REFLECT THIS APPROPRIATION; PROVIDING FOR AN EXPRESSION OF INTEREST FOR THE FY 2024 COMPREHENSIVE HOUSING COUNSELING GRANT PROGRAM; PROVIDING FOR THE COUNTY ADMINISTRATOR TO EXECUTE SUBSEQUENT AMENDMENTS UNDER CERTAIN CIRCUMSTANCES.

**WHEREAS**, on February 6, 2024, the Board of County Commissioners authorized the Housing Department to submit a grant application seeking funding from U.S. Department of Housing and Urban Development (HUD) through its Fiscal Year 2023 Comprehensive Housing Counseling Grant Program ("Counseling Program") for the County's Housing and Financial Counseling Program (Resolution 2024-49); and

**WHEREAS**, on May 16, 2024, HUD notified the County it was awarded \$21,707 in grant funding, subject to the terms and conditions of the Grant Agreement (HC230421035) attached hereto; and

**WHEREAS**, HUD intends to issue FY 2024 Housing Counseling Grant Program funds to FY 2023 grantees who complete the Expression of Interest Form and remain eligible; and

**WHEREAS**, the County has determined that accepting the terms and conditions of the Grant Agreement and seeking funding for the FY 2024 Program is in the best interest 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 hereby incorporated into the body of this Resolution, and are adopted as findings of fact.

**Section 2.** There is hereby recognized and appropriated \$21,707 in HUD FY 2023 Comprehensive Housing Counseling Program funds to be used for the County's Housing and

Financial Counseling Program, and the fiscal year 2024 budget is amended to reflect this appropriation.

**Section 3.** There is hereby approved, and the County Administrator, or her designee, is authorized to execute and deliver, on behalf of the County, Grant Agreement (HC230421035), HUD Form 1044, Expression of Interest in FY 2024 Housing Counseling Grant Program Funds letter, and any other documents necessary to effectuate the grant.


**Section 4.** The County Administrator, or her designee, is authorized to execute subsequent amendments, modifications, or revisions, to the Grant Agreement, without further Board action, that do not propose to amend, modify, revise, or otherwise change the material terms, conditions, provisions, or requirements of the Grant Agreement.

**Section 5.** To the extent there are typographical, administrative, or scrivener's errors that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without further action by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 18th day of June, 2024.

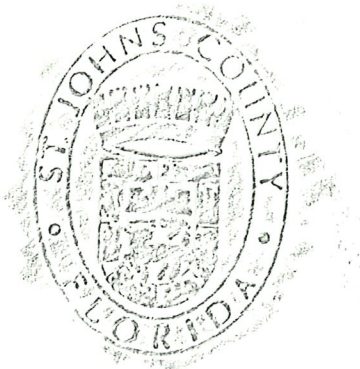
**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

Rendition Date JUN 21 2024

By:   
Sarah Arnold, Chair

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court and Comptroller

By:   
Deputy Clerk





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-8000

May 16, 2024

Shawna Novak  
St. Johns County Board of County Commissioners (90443)  
200 San Sebastian View, Ste 2300  
Saint Augustine, FL 32084

SUBJECT: FY 2023 Comprehensive Housing Counseling Program Grant Award  
Grant Number: HC230421035

Dear Shawna Novak:

I am pleased to inform you that St. Johns County Board of County Commissioners, 90443 (Grantee) has been conditionally awarded a grant of **\$21,707.00** to provide housing counseling services. This award is in accordance with HUD's Fiscal Year (FY) 2023 Comprehensive Housing Counseling Grant Program Notice of Funding Opportunity posted on grants.gov on January 9, 2024.

Funds for this grant award shall be used as follows:

Grant Type: Comprehensive Housing Counseling  
Grant Award: **\$21,707.00**

**\$21,707.00 to be used for Counseling Services**  
**\$0.00 to be used for Minority Serving Institution Initiative**

Please see Article XXII of the Grant Agreement for information on the Minority Serving Institution Initiative.

In this file, you will find the Grant Award Package Checklist, Form HUD-1044, the Grant Agreement, and the FY 2024 Expression of Interest (EOI) Form. Return one signed copy of the Form HUD-1044, the signed signature page of the Grant Agreement, the completed and signed FY 2024 EOI, and the required documentation as listed in the Grant Award Package Checklist to your HUD Point of Contact (POC) listed below by June 10, 2024:

Morgan Clark  
Morgan.c.clark@hud.gov  
601-608-1748

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. Since grant award packages are being sent after the Period of Performance start date, Grantees are receiving an automatic extension of their Period of

Performance until March 31, 2025 (Article III.C of the Grant Agreement). Grantees may not draw down on this award until prior years' awards have been fully expended.

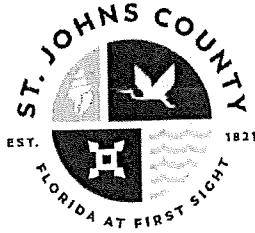
We look forward to partnering with your organization. If you have any questions or concerns, please contact your POC.

Sincerely,

A handwritten signature in black ink, appearing to read "David Berenbaum".

David Berenbaum  
Deputy Assistant Secretary  
Office of Housing Counseling

Attachments: HUD-1044  
Grant Award Package Checklist  
Grant Agreement  
FY 2024 Expression of Interest Form



Morgan Clark  
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. Clark,

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 Joy Andrews, 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.

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Sarah Arnold  
Chair  
St Johns County Board of County Commissioners

Signed on this \_\_\_\_\_ of June, 2024

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

**Housing & Community Development**  
200 San Sebastian View, Suite 2300, St. Augustine, FL 32084  
904.827-6890 | sjcfl.us

**Assistance Award/Amendment**

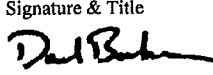
**U.S. Department of Housing and  
Urban Development  
Office of Administration**

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 HC230421035	4. Amendment Number	5. Effective Date of this Action October 1, 2023	6. Control Number HC230421035
7. Name and Address of Recipient  St. Johns County Board of County Commissioners 200 San Sebastian View, Ste 2300 Saint Augustine, FL 32084  TIN: 59-6000825 UEI: DKTCSEFFL3Q8		8. HUD Administering Office U.S. Department of Housing and Urban Development Office of Housing Counseling 451 7 <sup>th</sup> Street SW Washington, DC 20410	
		8a. Name of Administrator David Berenbaum	8b. Telephone Number 202-402-4330
10. Recipient Project Manager Shawna Novak, 904-209-6089		9. HUD Government Technical Representative Morgan Clark, 601-608-1748	
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	\$0.00	15a. Appropriation Number 8623/240156	15b. Reservation number HC230421035
HUD Amount this action	\$21,707.00	Amount Previously Obligated	\$0.00
Total HUD Amount	\$21,707.00	Obligation by this action	\$21,707.00
Recipient Amount	\$0.00	Total Obligation	\$21,707.00
Total Instrument Amount	\$21,707.00		

16. Description  
 FY 2023 Grant Type: COMPREHENSIVE COUNSELING  
 HC1 funding to be spread under Housing Counseling Grant Voucher, LOCCS Budget Line Item 9500.  
 MSI funding to be spread under Housing Counseling Grant Voucher, LOCCS Budget Line Item 9525.

Total Award: \$21,707.00  
 HC1 / Counseling Services (9500): \$21,707.00  
 MSI / Minority Serving Institution Initiative (9525): \$0.00

LOCCS Draw Down Expiration Date: July 29, 2025  
 Period of Performance: October 1, 2023, to March 31, 2025 (extended)

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) 5/3/2024

form HUD-1044 (8/90)  
ref. Handbook 2210.17

**Office of Housing Counseling  
FY 2023 Housing Counseling Grant Award Package Checklist**

- ✓ This is a checklist of required documents grantees must submit to execute the FY 2023 grant awards. See enclosed grant agreement for detailed requirements of each item.
- ✓ All documents must be returned to the assigned Point of Contact (POC) within 15 business days of the date of the enclosed award letter. An incomplete package will delay the ability to access grant funding.

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

- HUD-1044 signed and dated (box 19)
- 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**

- ✓ Grantees that expend \$750,000 or more in Federal awards must:
  - provide 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 2020.
- Grantees that did not expend \$750,000 or more in Federal awards must:
  - provide a copy of the most recent independent financial audit, no earlier than fiscal year 2020, **AND**
  - provide a written statement affirming that the Grantee does 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" included 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.);
  - list subgrantees and funded branches and their corresponding sub-allocations in HUD Housing Counseling System's (HCS) budget allocation screen; and
  - report first-tier subgrant award and execution compensation information in the Federal Funding Accountability and Transparency Act's (FFATA) Federal Subaward Reporting System (FSRS) (see Article IX.C of the Grant Agreement for additional information).
- 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-2023-1.
  - Enter the number of housing counseling activities anticipated under the FY2023 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.

**FY 2024 Expression of Interest Form**

- Grantee must complete and sign the Expression of Interest in Fiscal Year 2024 Comprehensive Housing Counseling Grant Program Funds.

**HBCU and Other MSI Funding Initiative (if applicable)**

- Grantee must submit the MSI Initiative Statement of Work.

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**HOUSING COUNSELING PROGRAM**  
**FISCAL YEAR 2023 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 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 Consolidated Appropriations Act, 2023 (Pub. L. No. 117-328). 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-6, Housing Counseling Program, as amended (“Handbook 7610.1 REV-6”);
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-6;
7. Applicable HUD forms including, but not limited to, form HUD-1044, Assistance Award/Amendment, and Certification Regarding Lobbying;
8. Grantee's current HUD-approved Housing Counseling Work Plan pursuant to 24 CFR 214.103 (“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; and

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

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, 2023 and expire at 11:59:59 p.m. Eastern Time on September 30, 2024.
- 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 HUD may provide reimbursements for eligible costs incurred during the period prior to HUD making an award but no earlier than April 1, 2023. Applicants should indicate whether they intend to seek reimbursement for such costs on form HUD-9906, Chart A, Field O. 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 cannot extend the Period of Performance without the prior written approval of HUD. The Grantee must request an extension in writing as early as possible, but no later than thirty calendar days prior to the scheduled expiration of the Period of Performance. This request must describe the necessity of the requested extension, the specific time frame of the proposed extension, and how the funds will be spent within the proposed extension period.

HUD may approve extensions for good cause, on a case-by-case basis. Examples of good cause include but are not limited to the agency's loss of one or more housing counselors or other key grant personnel such as the executive director or fiscal officer; damage to the agency's facilities by a natural disaster that renders the agency unable to function properly; loss of a key funding source; agency relocation; or other circumstances caused by reasons beyond the agency's control. Extensions will not be approved merely for the purpose of using unobligated balances. A Grantee's extension(s) cannot exceed a total of 12 months from the original Period of Performance end date.

If grant award packages are sent to Grantees after the Period of Performance start date, Grantees will receive an automatic extension equal to the number of full quarters that the award packages were delayed.

## ARTICLE IV: PROJECTED SERVICES AND BUDGET

### A. Projected Services

1. **Scope of Services.** The housing counseling services proposed in the Grantee's current HUD-approved Housing Counseling Work Plan represent the scope of services under this Grant. The 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 current Work Plan. Grantees must receive prior approval for deviations from the Grantees' projected services.
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, pursuant to 24 CFR 214.305, the Grantee must notify its HUD Point of Contact (POC) in writing within fifteen days of the change.
4. **Provision of Services.** To be reimbursed, the Grantee must conduct housing counseling and group education in accordance with HUD Handbook 7610.1 REV-6 and 24 CFR Part 214.

- B. Projected Budget.** The Grantee must submit a projected budget. The budget must itemize all proposed expense categories, which may include but are not limited to: salaries, fringe and other employment benefits, travel, training, marketing and outreach, and HUD Housing Counselor Certification exam fees. The Grantee must indicate any indirect cost rate for which they will seek reimbursement. The initial budget must be approved by the HUD POC prior to any expenditures.

All Grantees must receive prior written approval from HUD before amending their budget for the reasons enumerated in 2 CFR 200.308(c). Grantees who receive \$250,000 or more and whose revisions comprise more than a 10% deviation of direct costs must receive prior written approval from HUD before amending their budget for any reason. See 2 CFR 200.308.

Grantees seeking to utilize a fixed-fee methodology must seek prior written 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.** HUD requires Grantees to use grant funds for housing counseling and group education in accordance with 24 CFR Part 214 and Handbook 7610.1 REV-6. All grant funds must be used within the United States, including territories of the United States. 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, the Grantee shall comply with 2 CFR Part 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: INSPECTION AND ACCEPTANCE**

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

#### **ARTICLE VII: CONDUCT OF WORK**

The HUD POC shall be the Grantee's first and primary point of contact with HUD on all matters of a technical nature. The Grantee shall submit all reports or other materials to the HUD POC. The HUD POC may issue written or oral instructions to the Grantee to supplement the Grantee's current HUD-approved Housing Counseling Work Plan described in this Grant. Such instructions must be within the scope of work set forth in this Agreement and the 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 the Grantee in writing of the appointment of any financial management contractor.

#### **ARTICLE VIII: COST**

- A. **Grant Amount.** The Grantee shall be reimbursed according to the terms of this Agreement and form HUD-1044.
- B. **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. The Grantee must obtain prior written approval for certain costs as outlined in 2 CFR 200.407. The Grantee shall maintain a financial management system that meets or exceeds the federal requirements in 2 CFR 200.302.
- C. **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 the 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 the 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 the 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.

- D. **Period of Availability of Funds.** The Grantee may charge to the Grant only pre-award costs as described in 2 CFR 200.458 with HUD prior written approval. The Grantee may charge to the Grant allowable costs resulting from obligations incurred for activities taking place during the Period of Performance, unless HUD has approved an extension.
- E. **Profits.** No fee, profit, or other increment above allowable costs shall be paid to the Grantee.
- F. **Program Income.** Program income will be treated using the addition method (2 CFR 200.307(e)(2)).
- 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 the 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 IX: REPORTING

- A. **Grant Activity Reports.** To be reimbursed, Grantees must submit Grant Activity Reports (GARs). The GAR is due according to the following schedule:

Performance Period	Grant Activity Report Due
10/1/2023 – 12/31/2023	Not later than February 15, 2024
1/1/2024– 3/31/2024	Not later than May 15, 2024
4/1/2024– 6/30/2024	Not later than August 15, 2024
7/1/2024– 9/30/2024	Not later than January 31, 2025

If the award package is distributed after the start of the Period of Performance, the first GAR reflecting activity for that quarter (and any previous quarters) will be due 45 days after the end of the quarter during which the grant award package was distributed. (E.g. If the award package is distributed on April 15, 2024, the first GAR report is due not later than August 15, 2024).

For Grantees with an approved extension, subsequent GARs will be due 45 days after the end of the quarter. Final Reports are due 120 days after the Grantee’s Period of Performance ends.

If the Grantee will not seek reimbursement for costs during a specific quarter, the Grantee must notify their POC in writing.

If the Grant has been fully expended, the Grantee must submit a final report as described in Section B of this Article to close out the Grant.

Note that the above schedule does NOT affect the due dates for HUD-9902 Housing Counseling Activity Reports. Unless otherwise notified by HUD, the HUD-9902 reports will be due according to the usual schedule (i.e. Quarter 1 due 1/31, Quarter 2 due 4/30, Quarter 3 due 7/31, and Quarter 4 due 12/31).

Grantees that receive HBCU and other MSI funds should refer to additional requirements in Article XXII.

The 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), the type of housing counseling activity performed by the counselor or other employee, and the hourly rate used to calculate reimbursement. The 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, and indirect costs.

The itemization may be submitted in a format of the Grantee's choosing but must be descriptive enough that HUD can determine the exact nature of the costs and their connection to eligible grant activities. 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) will submit the number of units or other information necessary to verify their billing is in accordance with the fixed fee methodology approved during grant execution.
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 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 the Grantee’s ability to meet the objective of the federal award, and any favorable developments which enabled the Grantee’s 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 that receive HBCU and other MSI funds should refer to additional requirements in Article XXII.

- C. **Compliance with NOFO Obligations.** Should the Grantee fail to meet the commitments made in the Grant application, HUD may adjust the award amount and require repayment using non-federal funds or an offset to future grant awards.
- D. **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.
- E. **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 a Grantee if the 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.
- F. **Funds Recapture.** HUD may recapture any unspent funds after all draws have been completed.

#### **ARTICLE X: PAYMENT REQUESTS**

- A. **General Payment Procedures.** The forms referred to in this paragraph are available from HUD's website under the forms section and, upon request, from HUD by contacting the HUD POC. The SF-1199A 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 form SF-1199A, Direct Deposit Sign-Up Form. Grantees must submit form 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 (60) days. Termination of access due to password expiration will require resubmission of form HUD-27054E.
  4. It is the 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-CHC-a, 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 the Grantee's files and be available for review by HUD upon request.
7. Vouchers cannot be submitted until Grantees are notified to do so by the HUD POC. 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 IX of this agreement. The relevant quarter 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 CFR 200.305.

- B. Documentation of Expenses.** Grantees 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, Grantees 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 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 and 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 pursuant to 24 CFR 214.315 and 2 CFR 200.334-200.338 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 the Grantee shall obtain funds from sources other than HUD to cover that portion of the program not funded by HUD. Grantees shall maintain, and make available to HUD upon request, evidence that the resources cited in the Grantee's NOFO application were actually provided to the Grantee.

#### ARTICLE XI: CONFLICTS OF INTEREST

- A. **General Requirements.** The 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-6, HUD Grants Management Office (GMO) Handbook 2210.17 Rev. 3 Chapter 2-5 (B)(3)(b), and any other applicable HUD requirements. The 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 the 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. Grantees must maintain file documentation of disclosure statements and any conflicts of interest and make the documentation available to HUD upon request.
- B. **HUD Reform Disclosures.** Grantees 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, the Grantee shall complete the form HUD-2880, Applicant/Recipient Disclosure/Update Report, and this completed Form is hereby incorporated into this Agreement. Grantees shall update the form HUD-2880 as required by the HUD Reform Act of 1989 and 24 CFR 4.11.

#### ARTICLE XII: SECURITY OF CONFIDENTIAL INFORMATION

- A. **Security.** Grantees shall secure all information regarding counseling of Clients in accordance with the requirements in HUD Handbook 7610.1 REV-6, 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. Grantees 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.** Grantees must ensure compliance with the Privacy Act requirements and other applicable privacy-related laws and 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-6, Chapter 5-6, Grantees must ensure that neither they nor their CMS vendor discloses the information in the individual's Client Counseling File to anyone except for authorized agency personnel and HUD, including Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). Grantees may not release PII to unauthorized recipients. Any disclosure of Client information requires the express written permission of the counseling recipient whose information is to be shared.

### **ARTICLE XIII: NON-COMPLIANCE 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 the 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-6, assurance, certifications, application, or notice of award;
  2. The 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. The Grantee's failure to execute the grant within ninety (90) days of receipt of the grant award package or failure to submit a drawdown request for all remaining funds within 120 days following the end of the Period of Performance as specified in 2 CFR 200.344;
  4. Where applicable, the 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 the 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. The 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 the Grantee written notice of the occurrence of the Event of Default. The Notice shall identify the Event of Default. The Notice shall advise the 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 the Grantee.

**D. HUD's Remedies.**

1. If the 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, the HUD Handbook, 7610.1 REV-6, 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 CFR 200.340.

## ARTICLE XIV: AMENDMENTS

This Agreement may be amended at any time by a written amendment. Grantees 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 XV: RECORD KEEPING AND AUDITING

- A. **Record Keeping Requirements.** Grantees 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. Grantees may be required to retain certain records for a longer period. Financial records, supporting documents, statistical records and all other pertinent records, in both electronic and paper form, must be retained for a period of three years from the date the case file was terminated for housing counseling or the date the final grant invoice was paid by HUD. Grantees 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 XXI.
- B. **Type of Record Keeping System.** Grantees may use any web-based, record-keeping system provided that the system interfaces with HCS for reporting client-level data and housing counseling activities to HUD and lends itself to easy monitoring by HUD when conducting a performance review.
- C. **Maintenance of Client Counseling Files.** Client Counseling Files (including file on group education Clients) must be maintained in accordance with HUD Handbook 7610.1 REV-6.

## ARTICLE XVI: 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. Grantees may appeal the decision within thirty (30) calendar days of receipt of HUD's decision by submitting a written 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 XVII: AUDIT REQUIREMENTS

Grantees 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-6 for an audit every two years. All Grantees not required to complete a single or program-specific audit under 2 CFR Part 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 XVIII: DEBARMENT AND SUSPENSION**

Grantees shall comply with HUD's requirements for participants at 2 CFR Part 2424, which includes prohibiting Grantees from doing business to undertake the activities under this Grant Agreement with persons who are excluded or disqualified from federal programs. Pursuant to 24 CFR 214.103, Grantees must maintain policies and procedures for screening ineligible participants.

#### **ARTICLE XIX: DRUG-FREE WORKPLACE REQUIREMENTS**

Grantees shall comply with HUD's requirements for recipients of financial assistance at 2 CFR Part 2429, which requires Grantees 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 XX: 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 the Certification Regarding Lobbying form, that it will comply with 24 CFR Part 87.
- 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). The Grantee shall submit its disclosures to the HUD POC, if not submitted at the time of application. These disclosures and updates are hereby incorporated into this Agreement.

- D. **Lobbyist Registration and Reporting.** Grantees 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 XXI: NONDISCRIMINATION REQUIREMENTS

- A. **General.** Notwithstanding the permissibility of applications that serve target areas or populations, Grantees 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.** Grantees shall comply with nondiscrimination requirements enumerated in certification six in the SF-424B, Assurances - Non-Construction Programs, and:
1. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and implementing Federal Register Notice 72 FR 2732, Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; and
  2. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity (77 FR 5662; 24 CFR 5.105(a)(2) and 5.106).
- C. **Requirements Applicable to Religious Organizations.** Where the Grantee is, or the 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, Grantees must undertake their responsibilities in accordance with the following principles:
1. Grantees 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. Grantees 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 XXII: HISTORICALLY BLACK COLLEGE AND UNIVERSITY AND  
OTHER MINORITY SERVING INSTITUTIONS FUNDING INITIATIVE**

- A. **Applicability.** This Article only applies to Grantees receiving the Historically Black College and University (HBCU) and other Minority Serving Institutions (MSI) funding initiative. Grantees can verify they received such funds by referring to their FY 2023 Form HUD-1044.
- B. **Statement of Work.** At grant execution, Grantees must submit the completed Minority Serving Institution Statement of Work signed and dated by the authorized representative. The Statement of Work will enable HUD to capture relevant agency data on eligible activities, proposed outcomes, and assist with Grantee reporting.
- C. **Memorandum of Understanding (MOU).** Grantees will execute and maintain file documentation of MOUs or similar agreement signed by all partners to signify a formal commitment between the Grantee and Minority Serving Institutions under the Initiative. 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. Grantees will be required to maintain the MOUs on file for HUD's review upon request.
- D. **Projected Budget.** In addition to the projected budget requirements in Article IV(B), at grant execution, Grantees must submit a separate budget itemizing all proposed expense categories for each Minority Serving Institution (MSI) partnership which may include but is not limited to: salaries, fringe and other employment benefits, travel, training, marketing, and outreach. Grantees must indicate any indirect cost rate for which they will seek reimbursement. Grantees must describe how these funds will be used to further the objectives agreed upon in the Statement of Work.
- E. **Reporting Requirements.** Grantees must submit quarterly Grant Activity Reports as described in the Statement of Work. In their Grant Activity Reports, Grantees must submit sub-allocations, current balances, reimbursement amounts, and cumulative drawdowns and 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 Statement of Work.

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 describe the extent to which the Grantee and MSIs were able to fulfill the program objectives described in the seven outcome categories below as found within their Statement and Work.

1. Student Internships, if applicable
2. Housing Counseling Certification Exam Data
3. One-on-One Counseling Sessions
4. Group Education/Workshops
5. Fair Housing
6. Other Outcomes
7. Method of Marketing Initiatives

Grantees must also describe the extent to which they (or their HBCU and/or other MSI partner(s)) were able to expand their impact within the target community. The Grantee must also advise HUD of any program refinement discoveries or recommendations.

1. Program Expansion. Describe how the institution expanded its role in the target community.
2. Program Refinement. Describe how you would refine your program if you were to receive grant funds for a second year. Describe how HUD should refine this funding initiative.

#### **ARTICLE XXIII: MISCELLANEOUS**

##### **A. Order of Precedence.**

In the event of any inconsistency among any provisions of this Agreement, the following order of precedence shall apply:

1. Section 106 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701x), as amended, and other applicable federal laws;
2. Applicable federal regulations including, but not limited, to 24 CFR Part 214;
3. The Housing Counseling Program Comprehensive NOFO;
4. HUD Handbook 7610.1 REV-6;
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 the Grantee is subject to unresolved findings as a result of HUD or other government audits or investigations. *See* 24 CFR 214.305(c)(4).
- E. **HUD Oversight.** Grantees 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 the Grantee has obligations that require Client information to be kept confidential, the Grantee must take measures to ensure that HUD has access to Client Counseling Files and information for audit and oversight purposes that demonstrates, to the satisfaction of HUD, that the Grantee is in compliance with 24 CFR Part 214, HUD Handbook 7610.1 REV-6, and the requirements of this Grant Agreement and the Housing Counseling Program Comprehensive NOFO.
- F. **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-6, Chapter 6.
- G. **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).
- H. **Supporting Documentation.** HUD reserves the right to request additional documentation demonstrating compliance with any portion of this grant agreement.
- I. **Survival.** Any provisions of this Agreement that expressly or by their operation should reasonably continue to apply to a party after the termination or suspension (in whole or in part) of this Agreement shall continue in full force and effect for such time as is necessary to fully carry out the intent of such provisions. The applicable regulations at 200.344, and 200.345 describe the Grantee's closeout requirements and continuing responsibilities after the closeout of this Grant.
- J. **Organizational Changes.** Mergers, acquisitions, or other changes in form or organizational structure of the Grantee must be reported to the HUD POC no later than sixty (60) days prior to the implementation of such changes. Further details and requirements of such organizational changes are found in Handbook 7610.1 REV-6, Section 5-12 (C).

- K. **Succession Plans.** Grantees shall make available to HUD, upon request, a succession plan. Grantees will cooperate and make all reasonable efforts to facilitate the continuation of housing counseling services to the communities served by the Grantee.

**IN WITNESS WHEREOF**, each of the Parties has caused the following Housing Counseling Program 2023 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Housing Counseling Program 2023 Grant Agreement delivered by HUD to the 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:

[INSERT FULL LEGAL NAME]

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: 5/3/2024



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

May 16, 2024

**EXPRESSION OF INTEREST IN FISCAL YEAR 2024 COMPREHENSIVE HOUSING  
COUNSELING GRANT PROGRAM FUNDS FOR FISCAL YEAR 2023 GRANT  
RECIPIENTS**

Your agency is being awarded a Fiscal Year (FY) 2023 Comprehensive Housing Counseling grant award, announced on May 16, 2024. The purpose of this letter is to determine your agency's interest in receiving FY 2024 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 2023 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, then sign and date below. **Please submit this expression of interest by June 10, 2024. Email the completed letter to [housing.counseling@hud.gov](mailto:housing.counseling@hud.gov) with the subject "Expression of Interest in FY 2024 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 will change from your FY 2023 network, please provide an updated list of your network's subgrantees, per Article V Section (B)(2) of the FY 2023 Grant Agreement.

**Background**

The FY 2023 NOFO reserved the right for HUD to award both FY 2023 and FY 2024 funds based on the FY 2023 competition. HUD plans to issue FY 2024 Comprehensive Housing Counseling Grant Program funds to FY 2023 grantees that express an interest in the funds and have remained eligible under the terms of the FY 2023 NOFO.

If your agency was also awarded FY 2023 funding for the Minority Serving Institution (MSI) initiative, as described in section V(B)(4) of the NOFO, HUD reserves the right to award MSI initiative funding in FY 2024, contingent on the availability of appropriations.

All awards are subject to the availability of appropriations and all other authority governing the award of FY 2024 funds. As described in section I.A.2 of the FY 2023 NOFO, if FY 2024 funding becomes available, HUD will determine award amounts based on the FY 2023 funding methodology for those FY 2023 grantees that remain eligible and express interest by completing and submitting this letter.

All questions regarding this request should be sent to [housing.counseling@hud.gov](mailto: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 2024 funds as outlined in the FY 2023 NOFO.

NO, my agency is not interested in receiving FY 2024 funds as outlined in the FY 2023 NOFO. I understand that by choosing "NO" I will likely render my agency ineligible for all FY 2024 Comprehensive Housing Counseling Grant Program funding.

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Signature

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Name, Title

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Date

St. Johns County Board of County Commissioners(90443)



# Capital Projects & Grants Initiation and/or Amendment Form

Department Housing

Contact Raechel Meeks

Project Title HUD Housing Counseling

Date: _____	Project Grand Total <b>\$21,707</b>
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Signatures \_\_\_\_\_  
 Department Director

Budget Officer

Finance

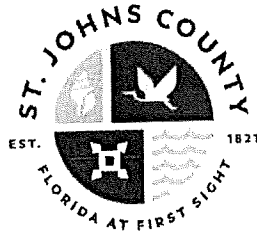
Revenues		Initial Budget	Amendments	New Budget
				\$0.00
33100	Federal Grant Revenue	\$21,707.00		\$21,707.00
				\$0.00
	<b>Total Capital Budget Revenue</b>	<b>\$21,707.00</b>	<b>\$0.00</b>	<b>\$21,707.00</b>

**Expenditures**

51200	Regular Salaries	\$13,700.00		\$13,700.00
52100	FICA & Medicare	\$1,235.00		\$1,235.00
52101	Medicare	\$0.00		\$0.00
52200	Retirement	\$1,900.00		\$1,900.00
52202	OPEB	\$0.00		\$0.00
52300	Life & Health	\$3,257.00		\$3,257.00
52400	Workers Comp	\$20.00		\$20.00
52900	Vehicle Labor Credits	\$0.00		\$0.00
53100	Professional Services	\$0.00		\$0.00
53120	Contract Services-CMS	\$1,095.00		\$1,095.00
53150	Consulting Services	\$0.00		\$0.00
53180	Engineering	\$0.00		\$0.00
53190	Architectural	\$0.00		\$0.00
53191	Surveying	\$0.00		\$0.00
54000	Travel and Per Diem	\$0.00		\$0.00
54401	Lease/Rental	\$0.00		\$0.00
54500	Insurance	\$0.00		\$0.00
54600	Bldg Maintenance	\$0.00		\$0.00
55100	Office Supplies	\$0.00		\$0.00
55200	Operating Supplies	\$500.00		\$500.00
55401	Training	\$0.00		\$0.00
55405	dues and memberships	\$0.00		\$0.00
56100	Land			\$0.00
				\$0.00
	<b>Total Capital Budget Expense</b>	<b>\$21,707.00</b>	<b>\$0.00</b>	<b>\$21,707.00</b>

G/L # \_\_\_\_\_  
 Project # \_\_\_\_\_

Set up date \_\_\_\_\_  
 by \_\_\_\_\_



May 16, 2024

Morgan Clark  
Housing Program Specialist  
Office of Outreach and Capacity Building  
Office of Housing Counseling  
U.S. Department of Housing & Urban Development  
100 W. Capital Street, Room 910  
Jackson, MS 39269

Dear Mr. Clark:

Per the 2023 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,

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



## St. Johns County Board of County Commissioners

Housing & Community Development

### Conflicts of Interest

In accordance with 24 CFR 214.303(f), and HUD Housing Counseling Handbook 7610.1, A director, employee, officer, contractor, volunteer, agent of a participating agency or the spouse, child or business partner of any individual holding these positions shall not engage in activities that create a real or apparent conflict of interest:

- A. A person in a Position of Trust including a director, employee, officer, contractor, volunteer, agent of a participating agency or the spouse, child or business partner of any individual holding these positions must avoid any action that might result in, or create the appearance of, administering the housing counseling operation for personal or private gain.

It is a conflict of interest for any of the above parties to provide preferential treatment to any organization or person, or to undertake any action that might compromise the agency's ability to ensure compliance with the Conflict of Interest requirements stated herein and to serve the best interests of its clients.

B. Direct Interest. A conflict of interest would arise if the director, employee, officer, contractor, volunteer or agent of a participating agency, or the spouse, child or business partner of any individual holding these positions of trust or any organization in which these persons serves as an employee (other than with the participating counseling agency), or with whom he or she is negotiating future employment, has a direct interest in the client by virtue of their role:

1. As the client's landlord;
2. As the client's real estate agent or broker;
3. As the client's creditor;
4. As the client's mortgage broker;
5. Loan originator; having a financial interest in, servicing, or underwriting a mortgage on the client's property;
6. Owning or purchasing a property that the client seeks to rent or purchase;
7. Serving as a collection agent for the client's mortgage lender, landlord or creditor.

For the purposes of this section, a direct interest shall be defined as administering the housing counseling operation for personal or private gain. This would include receiving anything of value,

including compensation on a commission basis, for any of the above-referenced services to the client related to the matter on which the client is being counseled.

However, it shall not preclude a director, employee or officer, who provides multiple affordable housing services on behalf of the participating agency, being compensated in the form of a reasonable salary from that participating agency.

The HECM statute specifically prohibits participating agencies from offering both HECM counseling and HECM loan origination services to a potential HECM borrower.

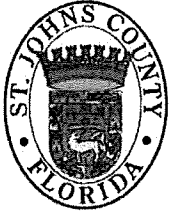
C. Referrals. It is a conflict of interest for a director, employee, officer, contractor, volunteer, or agent of a participating agency to refer clients to entities that provide a service to the client related to the matter that the client is being counseled about in which they, or their spouse, child, or general partners, have a financial interest, including but not limited to:

- a. Landlords;
- b. Real estate agents or brokers;
- c. Creditors;
- d. Mortgage brokers;
- e. Loan originators;
- f. Property owners—seeking to sell or rent clients;
- g. Collection agents for the client's mortgage lender, landlord, or creditor

It is also a conflict of interest for the director, employee, officer, contractor, volunteer, or agent of a participating agency to accept a fee or any other consideration for personal or private gain for referring their housing counseling client(s) to any of those parties, or to acquire the client's property from the trustee in bankruptcy, or accept a fee or any other consideration for referring a client to the parties listed above.

D. HUD may investigate agency practices and may take action to inactivate or terminate the agency's approval or participation in the Housing Counseling program.

E. Participating agencies must notify HUD of conflicts of interest not later than 15 calendar days after the conflict is discovered and report to HUD on the corrective action taken to cure the immediate conflict and avoid future conflicts. The report of the conflict of interest discovered must be submitted in writing via a letter or an e-mail to the participating agency's HUD GTR. If the participating agency fails to comply with this program requirement, the agency may be terminated on place on an inactive status until the agency implements a corrective action to address the conflict of interest.



## St. Johns County Board of County Commissioners

Housing & Community Development

### HUD PROGRAM DISCLOSURE FORM

The St Johns County Housing and Financial Counseling Program, (SJCHFCP) is acting on its own behalf and is not under the influence of, control, or direction of any outside party such as a landowner, real estate broker, contractor, builder, lender, or consultant seeking to derive a profit or gain from our housing counseling program clients. St Johns County Housing and Financial Counseling Program has no financial relationships with any other industry partners.

We provide free education workshops and a full spectrum of housing counseling including:

**Pre-Purchase One-on-One Counseling** – The purpose of this counseling is to address issues that may prevent or delay affordable mortgage financing, while offering specific steps to help the client achieve their goal of homeownership.

**Pre-Purchase Homebuyer Education Workshops** – Our certified housing counselors will help clients determine if homeownership meets their lifestyle, help them determine mortgage affordability, review their credit report, provide individuals awareness of identity theft, predatory lending tactics and methods to avoid falling prey to predatory lenders, we discuss fair housing and raise awareness about housing discrimination in the community and provide information to those who feel they may have been denied or been treated differently in their attempts to rent or buy housing.

**Financial Literacy Workshops** – The purpose of this counseling is to help clients learn and discuss best practices of financial management. Through these classes, clients learn the basics of banking, credit, financial planning, money management, saving, and goal setting.

**Financial Management and Budget Counseling** – Counselors work with individuals or in groups, to share data and tools to increase self-sufficiency. Budgeting and credit counseling is an integral part of all housing counseling services. Developing a budget, looking at spending habits, reducing existing debt, and developing savings strategies are some of the areas covered in this program.

We serve all clients regardless of income, race, color, religion/creed, sex, national origin, age, family status, disability, or sexual orientation/gender identity. We administer our programs in conformity with local, state and federal anti-discrimination laws, including the federal Fair Housing Act (42 USC 3600, et seq.).

The SJCHFCP will ensure and monitor that the agency, its staff, or any member of their immediate family will not take any action that may result in, or create the appearance of: administering the housing counseling program for personal or private gain, providing preferential treatment to any organization or person; or undertaking any action that might compromise the agency's ability to ensure compliance with HUD program requirements, or serve the best interests of its clients.

No counseling client is obligated to accept or receive any services offered by SJCHFCP. You may consider seeking alternative products and services from other entities for first-time homebuyer loan programs. You are entitled to choose whatever real estate professionals, lenders, and lending products that best meet your needs.

You will be provided a community resource list which outlines the county and regional services available to meet a variety of needs, including utilities assistance, emergency shelter, transitional housing, food banks, and legal aid assistance.

\_\_\_\_\_ I/we acknowledge that I/we received a copy of St Johns County Housing and Financial Counseling's Privacy Policy.

\_\_\_\_\_ I/we agree SJCHFCP, its employees, agents, and directors are not liable for any claims and causes of action arising from errors or omissions by such parties, or related to my participation in SJCHFCP counseling; and I hereby release and waive all claims of action against SJCHFCP and its affiliates. I have read this document, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any provision of this document is unenforceable, it shall be modified to the extent necessary to make the provision valid and binding, and the remainder of this document shall remain enforceable to the full extent allowed by law.

\_\_\_\_\_ In order to assess client satisfaction and in compliance with grant funding requirements, SJCHFCP may contact you during or after the completion of your housing counseling service. You may be requested to complete a survey asking you to evaluate your client experience. Your survey data may be confidentially shared with SJCHFCP grantors such as HUD.

\_\_\_\_\_ I/we acknowledge that I/we received, reviewed, and agree to SJCHFCP Disclosures, including the required HUD documentation on home inspections.

\_\_\_\_\_  
ClientSignature

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
ClientSignature

\_\_\_\_\_  
Date Received