

RESOLUTION NO. 2024-^{is. to} 488

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROPRIATING \$25,304.00 IN GRANT FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, COMPREHENSIVE HOUSING COUNSELING PROGRAM TO FUND HOUSING COUNSELING SERVICES IN ST. JOHNS COUNTY; APPROVING AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AWARD AGREEMENT.

RECITALS

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) awarded the County \$25,304.00 in grant funding through its Comprehensive Housing Counseling Program to provide housing counseling services in the County (Grant Number HC240421039); and

WHEREAS, the St. Johns County Housing Department provides housing counseling services to assist residents with understanding the importance of property maintenance, financial management and literacy, and fulfilling the responsibilities of tenancy and/or homeownership; and

WHEREAS, the County did not anticipate receiving this funding during the Fiscal Year 2025 budget process and must appropriate these funds as unanticipated revenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby recognizes and appropriates \$25,304.00 in grant funding from the U.S. Department of Housing and Urban Development, Comprehensive Housing Counseling Program to provide housing counseling services in St. Johns County; and approves and authorizes the County Administrator, or designee, to execute and deliver on behalf of the County the Award Agreement, in substantially the same form as attached hereto.

Section 3. To the extent that there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5th day of November, 2024.

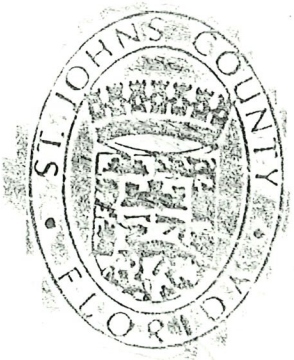
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

Rendition Date NOV 07 2024

By: 
Sarah Arnold, Chair

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

By: 
Deputy Clerk





OFFICE OF HOUSING

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

October 1, 2024

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

SUBJECT: FY 2024 Comprehensive Housing Counseling Program Grant Award
Grant Number: HC240421039

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 **\$25,304.00** of Fiscal Year (FY) 2024 funding to provide housing counseling services. This award is in accordance with HUD's 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: **\$25,304.00**

\$25,304.00 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, 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 October 25, 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. 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

Enclosures: 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 HC240421039	4. Amendment Number	5. Effective Date of this Action October 1, 2024	6. Control Number HC240421039
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 th Street SW Washington, DC 20410	
10. Recipient Project Manager Shawna Novak, 904-209-6089		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 Morgan Clark, 601-608-1748	
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	15b. Reservation number
HUD Amount this action	\$25,304.00	8624/250156	HC240421039
Total HUD Amount	\$25,304.00	Amount Previously Obligated	\$0.00
Recipient Amount	\$0.00	Obligation by this action	\$25,304.00
Total Instrument Amount	\$25,304.00	Total Obligation	\$25,304.00

16. Description

FY 2024 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.

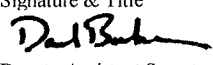
Total Award: \$25,304.00

HC1 / Counseling Services (9500): \$25,304.00

MSI / Minority Serving Institution Initiative (9525): \$0.00

LOCCS Draw Down Expiration Date: January 30, 2026

Period of Performance: October 1, 2024, to September 30, 2025

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	09/04/2024

Office of Housing Counseling
FY 2024 Housing Counseling Grant Award Package Checklist

- ✓ This is a checklist of required documents grantees must submit to execute the FY 2024 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 15% 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 2021.
- 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 2021, **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 to AskGMO@hud.gov.

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-2024-1.
 - Enter the number of housing counseling activities anticipated under the FY2024 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.

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 2024 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-6.1](#), Housing Counseling Program, as amended (“[Handbook 7610.1 REV-6.1](#)”);
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-6.1](#);
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, 2024 and expire at 11:59:59 p.m. Eastern Time on September 30, 2025.
- 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, 2024. 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 (30) 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 (15) 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-6.1](#) 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(f). 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-6.1. 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.

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

ARTICLE V: SUBCONTRACTS

- A. **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 charge a de minimis rate of up to 15 percent of modified total direct costs (MTDC) 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. Administrative closeout costs may be incurred until the due date of the final report(s) and, if incurred, must be liquidated prior to the due date of the final report(s), unless otherwise specified by the Federal agency. See 2 CFR 200.403(h).
- 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\(e\)\(2\)](#)). Program income earned during the period of performance may only be used for costs incurred during the period of performance or allowable closeout costs. See [2 CFR 200.307\(a\)](#).
- 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
10/1/2024 – 12/31/2024	Not later than February 15, 2025
1/1/2025– 3/31/2025	Not later than May 15, 2025
4/1/2025– 6/30/2025	Not later than August 15, 2025
7/1/2025– 9/30/2025	Not later than January 31, 2026

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, 2025, the first GAR report is due not later than August 15, 2025).

For Grantees with an approved extension, subsequent GARs will be due forty-five (45) days after the end of the quarter. Final Reports are due one hundred twenty (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 and Subgrantees must include a certification, signed by an official who is authorized to legally bind the Grantee, which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I 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).”

Each such certification must be maintained pursuant to the requirements of 2 CFR 200.334.

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.

B. Final Report. A final report containing the following is due one hundred twenty (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. If at the time of closeout, the indirect cost rate has not been finalized and would cause delay, the Federal agency is authorized to mutually agree with the recipient to close an award using the current or most recently negotiated rate. However, the recipient is not required to agree to a final rate for a Federal award for the purpose of prompt closeout. See 2 CFR Section 200.344(h).
 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 AND MANDATORY DISCLOSURES

- 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-6.1](#), [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](#).
- C. **Whistleblower Protections.** Grantees must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701 and 41 U.S.C. 4712.
- D. **Other Mandatory Disclosures.** Grantees must promptly disclose whenever, in connection with the federal award, they have credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). 2 CFR 200.113.

ARTICLE XII: SECURITY OF CONFIDENTIAL INFORMATION

- A. **Security.** Grantees shall secure all information regarding counseling of clients in accordance with the requirements of 2 CFR 200.303 and 336 and the [HUD Handbook 7610.1 REV-6.1, 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 regulations, including but not limited to 2 CFR 200.303, 24 CFR 214.103 and 214.315, 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-6.1, 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-6.1](#), 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-6.1](#), 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 (3) 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-6.1](#).

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-6.1](#) for an audit every two (2) 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 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 2024 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 proposed awards, 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 executed MOUs for each partnership 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 of the MSI Initiative 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 cumulative number of clients served under each 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 of the MSI Initiative 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 (7) 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 below:

1. Target Community Impact. 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.
2. Program Refinement Discoveries or Recommendations. The Grantee must also advise HUD of any program refinement or recommendations:
 - a. Program Expansion. Describe how the institution expanded its role in the target community.
 - b. Program Refinement for the Grantee. Describe how you would refine your program if you were to receive grant funds for a second year.
 - c. Program Refinement for HUD. Describe how HUD should refine this funding initiative.

F. Use of Funds. MSI funds must be requested and recorded under the 9525 (Minority Servings Institution Initiative) Budget Line Item and cannot be reallocated to any other Budget Line Item.

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-6.1](#);
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\(c\)\(4\)](#).
- F. **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-6.1](#), 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-6.1, 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 [200.344](#), and [200.345](#) describe the 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 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-6.1, Section 5-12 \(C\)](#).
- L. **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 2024 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Housing Counseling Program 2024 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:

HUD:

[INSERT FULL LEGAL NAME]

UNITED STATES DEPARTMENT
OF HOUSING AND URBAN
DEVELOPMENT

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

**HOUSING COUNSELING PROGRAM
FISCAL YEAR 2024 MSI INITIATIVE STATEMENT OF WORK**

This Statement of Work only applies to Grantees receiving the Historically Black College and University and Other Minority Serving Institutions Funding Initiative (“MSI Initiative”). Grantees are required to adhere to the following program requirements for funding under the MSI Initiative:

FY 2024 Minority-Serving Institution Initiative STATEMENT OF WORK		
Section I. Grant Execution		
Activity	Task	Due
CHC Grant Execution	Complete the tasks outlined in the FY24 Award Package Checklist, including: <ul style="list-style-type: none"> • Executed Form HUD-1044 • Executed Grant Agreement Signature Page • Negotiated Indirect Cost Rate Agreement (Grantee and Subgrantees) • Certification of Financial Management Systems • Audit (No greater than 3 years) • Code of Conduct • Certification of CMS (Grantee and Subgrantees) • HUD 9902 Projections in HCS • Work Plan (Details proposed activities) • Cost Allocation Plan (if applicable) 	30 days after receipt of award package
Statement of Work	The Grantee must complete Section VI. Program Requirements and sign the final Statement of Work	30 days after receipt of award package
MSI Budget	The Grantee 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, outreach, and the cost of managing a network. Grantee must indicate any indirect cost rate for which they will seek reimbursement. A cost allocation plan is required when costs benefit multiple programs.	30 days after receipt of award package

	Applicants must seek HUD POC approval for any MSI Budget revisions prior to seeking reimbursement.	
Memoranda of Understanding or other Agreement	Execute and maintain agreements between all Participating Agencies and MSIs.	Maintain on file for HUD's review
Changes to the Composition of Subgrantees and Branches	To amend the list of Subgrantees and/or Branches, or corresponding negotiated unit projections after negotiation and approval by HUD, submit a written request to HUD. Upon HUD's approval of such request, the sub-allocations listed in HCS must be amended.	As needed
Section II. Grant Activity Report (GAR)		
Sub-Allocations	Submit the Subgrantees and/or Branches' initial sub-allocations, current balances, quarterly reimbursement amounts, and cumulative drawdowns.	No more than quarterly
Grant Reporting Requirements	Grantees must indicate the amount of funds expended for each reporting quarter for the Grantee and each Subgrantee and the relevant category of eligible activities carried out in accordance with the Statement of Work. Grantees must indicate the number of clients served. If the Grantee will not seek reimbursement for costs during a specific quarter, the Grantee must notify their POC in writing.	No more than quarterly
Grant Reporting Narrative	Grantees must include a brief narrative describing progress and challenges achieving objectives described in the Statement of Work for each of category of eligible activities.	No more than quarterly
GAR Certification	Submit the GAR Certification - see language in the Grant Agreement.	No more than quarterly
Form SF-425	Complete and submit Form SF-425 summarizing financial data for each quarter.	No more than quarterly
Form HUD-9902	Submit HUD-9902 data quarterly and update the data to reflect counseling activity funded through this Agreement (in the HUD Housing Counseling Grantees Only column).	Quarterly
Payment Voucher	Submit the payment voucher (form HUD-50090-CHC-a) to ELOCCS and e-mail voucher to HUD POC.	No more than quarterly

	Budget Line Item (BLI) requirements will be provided to the Grantee in their award package.	
Section III. Final Report		
GAR	Submit all required documentation listed in the Grant Activity Report (GAR) and Final Report sections of this Statement of Work.	No more than 120 days after the end of the Period of Performance
Final Narrative	<p>Grantees must describe the extent to which they (or their MSI partner(s)) were able to fulfill the program objectives described in their grant application, including the Statement of Work. The narrative must address the following questions and should include the following demographic data (ethnicity, race, income level and LEP) for numbers reported in questions 1 through 7.</p> <ol style="list-style-type: none"> 1. Total number of student internships completed, if applicable. <ul style="list-style-type: none"> • Total number of stipends provided to student interns • Total number of students that gained permanent employment 2. Total number of students, faculty, staff, or interns that passed the Housing Counseling Certification Exam 3. Total number of one-on-one counseling sessions <ul style="list-style-type: none"> • Total number of students, faculty, staff, counseled • Total number of community residents counseled • Total number of student interns counseled 4. Total number of group education/workshops held <ul style="list-style-type: none"> • Total number of students, faculty, staff educated • Total number of community residents educated • Total number of student Interns educated 5. Total number of students, faculty, staff or interns educated or counseled on Fair Housing Rights. 	No more than 120 days after the end of the Period of Performance

	<p>6. Describe how Grantee measured outcomes on the target population. Note improvements in any of the following areas (if applicable to program objectives):</p> <ul style="list-style-type: none"> • Total number of students, faculty, staff, or Interns who Secured Rental Housing • Total number of students, faculty, staff, or Interns who Purchased a Home • Total number of students, faculty, staff, or Interns with Decreased Debt or Increased Savings • Total number of students, faculty, staff, or Interns with Improved Credit Scores • Total number of students, faculty, staff, or Interns that Avoided Foreclosure • Total number of students, faculty, staff, or Interns who Started/Expanded Businesses <p>7. Describe the method of marketing initiatives and the number of disseminated/individuals reached:</p> <ul style="list-style-type: none"> • Flyers/Brochures • PSAs/Radio Advertisement • Surveys <p>Grantees must also describe the below:</p> <p>1. Describe the extent to which they (or their MSI partner(s)) were able to expand their impact within the target community.</p> <p>2. The Grantee must also advise HUD of any program refinement discoveries or recommendations:</p> <ol style="list-style-type: none"> a. Describe how the institution's students, faculty, and staff were included in the proposed activities, and how the institution expanded its role in the target community. b. Describe how you would refine your program if you were to receive grant funds for a second year. c. Describe how HUD should refine this funding initiative. 	
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NICRA	Submit the NICRA containing final rates for any period for which the Grantee received reimbursement of indirect costs.	No more than 120 days after the end of the Period of Performance
Closeout Certification	Submit a certification, signed by an authorized individual, which states that all closeout activities, per 2 C.F.R. 200.344 and 2 C.F.R. 200.345, have been completed.	No more than 120 days after the end of the Period of Performance

Section IV. Grant Closeout

Closeout Agreement	HUD will send a Closeout Agreement to the Grantee after the Final Report has been approved. The Grantee should return the signed agreement to the HUD POC.	No more than 60 days after receipt of Closeout Agreement
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Section V. Program Requirements

At Grant Execution, Grantees must complete the Chart below for **each** Participating Agencies that have entered into a formal partnership with the Minority-Serving Institution. Grantees must maintain evidence of these partnerships through executed MOUs for review upon HUD's request.

Period of Performance: **October 1, 2024 - September 30, 2025**

Total Clients Served.	What is the total number of clients (one-on-one and group education) the Applicant and/or its MSI partnerships plan to serve with this funding during the period of performance?	
Total Subgrantee Awards.	Provide the total award amount to Subgrantees to fulfill the program objectives described in this Statement of Work	

Name and HCS ID of Applicant/Subgrantee/Branch that Applicant is Funding with this NOFO	Name of Partner HBCU or other MSI; City, State; Contact Name, Email Address (state "N/A" if subgrantee or branch is an HBCU or other MSI)	Allocation Amount to Subgrantee	Total Number of Clients Served by Subgrantee

Describe the activity undertaken for each category below. Grantees must complete all fields in the chart. (limit 1,000 characters for each) The Applicant may provide a separate attachment if more space is needed.			Number of Clients Served
One-on-One Counseling			
Group Education and Workshops			
Housing Counseling Training and Certification			
Marketing and Outreach			
Oversight, Compliance and Quality Control			
Supervision of Housing Counseling Staff			

I certify that the information provided in this Statement of Work and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

GRANTEE:

By: _____

Name:

Title:

Date:



October 24, 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 2024 NOFO Housing Counseling Program Grant requirements:

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

Please advise if further documentation is required.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph Cone III", is written over the typed name.

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



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

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 and 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.

Sarah Arnold
Chair
St. Johns County Board of County Commissioners

Signed on this _____ of November 2024

NAME AND CONTACT INFORMATION FOR CERTIFYING OFFICER:

Joy Andrews, County Administrator, 500 San Sebastian View, St. Augustine, FL 32084

Housing & Community Development Services
200 San Sebastian View, Suite 2400, St. Augustine, FL 32084
904.827.6890 | sjcfl.us



June 21, 2024

Honorable Board of County Commissioners
St. Johns County, Florida

We have audited the financial statements of St. Johns County, Florida (the "County") as of and for the year ended September 30, 2023, and have issued our report thereon, dated June 21, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, *Government Auditing Standards* and the Uniform Guidance as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

SIGNIFICANT AUDIT FINDINGS

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the County are described in Note 1 to the financial statements. Except for the implementation of GASBS No. 96, *Subscription-Based Information Technology Arrangements*, no new accounting policies were adopted and the application of existing policies was not changed during 2023. We noted no transactions entered into by the County during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The significant estimates affecting the County's financial statements include the following accounts: Useful Lives of Capital Assets, Self-Insurance Liability, Compensated Absences, Net Pension Liability, and Other Postemployment Benefits ("OPEB").

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The following disclosures are considered significant: Note 3 - Cash and Investments; Note 5 - Capital Asset Activity; Note 6 - Long-Term Obligations; Note 10 - Employee Benefits; and Note 13 - Risk Management.

The financial statement disclosures are neutral, consistent, and clear.

DIFFICULTIES ENCOUNTERED IN PERFORMING THE AUDIT

We encountered no significant difficulties in dealing with management in performing and completing our audit.

CORRECTED AND UNCORRECTED MISSTATEMENTS

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. There were no corrected (made) or uncorrected (not made) journal entries noted during the performance of our audits.

DISAGREEMENTS WITH MANAGEMENT

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

MANAGEMENT REPRESENTATIONS

We have requested certain representations from management that are included in the management representation letter dated June 21, 2024.

MANAGEMENT CONSULTATIONS WITH OTHER INDEPENDENT ACCOUNTANTS

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the County's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

OTHER AUDIT FINDINGS OR ISSUES

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the County's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

OTHER MATTERS

We applied certain limited procedures to the Budgetary Comparisons, OPEB, and Pension schedules, which are required supplementary information ("RSI") that supplement the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were also engaged to report on Combining and Individual Fund Statements and Schedules as well as the Schedule of Expenditures of Federal Awards and State Financial Assistance, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Honorable Board of County Commissioners
St. Johns County, Florida
June 21, 2024
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RESTRICTION ON USE

This information is intended solely for the use of the Board of County Commissioners and management of the County, and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

MSL, P.A.