

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING COUNSELING PROGRAM

FISCAL YEAR ■■■ 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, [REDACTED] (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 [REDACTED] and expire at 11:59:59 p.m. Eastern Time on [REDACTED].
- 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 [REDACTED]. 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 [REDACTED] 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 and its Subgrantees 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 Grantee's 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, Subgrantees, and Branches 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 for both itself and each subgrantee. 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 the cost of managing a network, and HUD Housing Counselor Certification exam fees. The Grantee and subgrantees 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 ■% 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 XXII.

- 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 AND SUBGRANTS

- 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, 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.
- B. **Requirements Applicable to Subgrants by Grantees.**
1. **Eligible Subgrantees/Branches.** This Agreement serves as the Grantee's certification that the quality of services provided by Subgrantees that are not HUD-approved shall meet or exceed standards for HUD approval. HUD reserves the right to request that the Grantee provide HUD with documentation that supports this certification.
 2. **Changes to the Composition of Subgrantees and Branches.** To amend the list of Subgrantees, Branches, or corresponding subgrant amounts after the execution of the Grant award document, the Grantee must send the HUD POC a written request. Upon HUD's approval of such request, the sub-allocation tool in HCS must be amended by the Intermediary, State Housing Finance Agency (SHFA), or Multi-state Organization (MSO), and this Agreement shall be deemed amended accordingly. HUD may decrease the award amount available to the Grantee if changes to the composition of Subgrantees and Branches would result in a lower award amount than was awarded. For an Intermediary, SHFA, or MSO, a significant change might include, but is not limited to, a twenty-five percent (25%) or greater decrease in the number of their Subgrantees and funded Branches from that stated in the Intermediary's, SHFA's, or MSO's Grant application. HUD may also require a Grantee to execute an amendment to this Agreement when a change in the composition of Subgrantees or Branches providing counseling services changes a Grantee's classification as a National or Regional Intermediary or MSO and reduces the applicable Housing Counseling NOFO's award limits under which the Grantee's Housing Counseling NOFO application was evaluated.
 3. **Funding Agreements between Grantee and Subgrantees.** The Grantee shall execute a written subgrant agreement with each Subgrantee before disbursing funds to the Subgrantee. All subgrant agreements shall contain such terms as required by this Agreement, any terms necessary to carry out the purposes of this Agreement, and any additional terms consistent with this Agreement as the Grantee deems proper. The subgrant agreement must clearly delineate the

mutual responsibilities for program management, including appropriate time frames for reporting results to HUD and other relevant provisions of this Grant Agreement including, but not limited to, the requirements for documentation of expenses and reporting. specified in Articles IX and X. State, local, or federally recognized Indian tribal governments shall also include in their subgrants those clauses required by HUD. **Funding** agreements with Affiliates, for the direct provision of counseling services, must make clear that the recipient organization is a Subgrantee, not a sub-contractor.

4. **Responsibility for Grant Administration.** The Grantee shall have discretion to implement use of its Grant through its Subgrantees and is responsible for managing the daily operations of its program. The use of Subgrantees, however, does not relieve the Grantee of its responsibility for complying with this Agreement and other applicable laws. The Grantee agrees to accept responsibility for its Subgrantees' compliance with this Agreement and other applicable laws. The Grantee must monitor the performance of its Subgrantees and take appropriate action to resolve problems to ensure compliance with this Agreement, subgrant agreements, and other applicable laws. The Grantee must have in place a quality control plan that specifically outlines how the Grantee monitors the performance of its Subgrantees. This quality control plan shall be made available to HUD upon request.
5. **Subgrants to Affiliates and Allocation of Funds to Branches.** The Grantee must maintain copies of all subgrant agreements and a written record explaining how it distributed funds to its Subgrantees. The Grantee shall also maintain a written record of funds allocated to its Branches. These subgrant agreements and records must be made available to HUD and the Grantee's Subgrantees. As a condition of award, Grantees must list Subgrantees and Branches, and their corresponding sub-allocations in HCS. *See* Article V(A)(2) of this Agreement regarding changes to the list of Subgrantees or Branches and subgrant or sub-allocation amounts.
6. **Single Audit Act Grantee Responsibilities.** The Grantee must fulfill its responsibilities as a pass-through entity under the Single Audit Act (31 U.S.C. 7502(f)(2)), [2 CFR 200.332](#), and the applicable Compliance Supplement. These responsibilities include, but are not limited to, sharing information with Subgrantees, evaluating each Subgrantee's risk of noncompliance, monitoring the activities and finances of Subgrantees, ensuring that Subgrantees satisfy the single audit requirements, reviewing Subgrantees' audits, and ensuring that corrective action is taken to resolve audit findings related to the subaward.
7. **Subgrantee Affiliation.** Subgrantees must maintain the same network affiliation for the Fiscal Year [REDACTED] Comprehensive Housing Counseling NOFO and the Fiscal Year [REDACTED] Homeownership Initiative NOFO (i.e., a Subgrantee that receives a subgrant from an Intermediary, SHFA, or MSO for the Fiscal Year [REDACTED] Comprehensive Housing Counseling NOFO cannot

receive a subgrant from a *different* Intermediary, SHFA, or MSO for the Homeownership Initiative NOFO). HUD may grant approval for different network affiliations on a case-by-case basis.

C. **Documentation and Notice of Funding Decisions.** As required by section [102\(a\) of the HUD Reform Act of 1989](#) (42 U.S.C. 3545(a)) and [24 CFR 4.5\(b\)](#), the Grantee shall comply with the following requirements when HUD awarded this Agreement to the Grantee through a competition such as the Housing Counseling NOFO, and the Grantee makes the Grant Funds available on a competitive basis to Affiliates or Branches, or both:

1. The Grantee shall ensure that it sufficiently documents the basis upon which each application for assistance was approved or denied; and
2. Subject to the requirements of State and local law, the Grantee shall make the material required by subparagraph C.1 of this Article available for public inspection for at least five (5) years beginning no later than thirty (30) calendar days after the Grantee executes the subgrant agreement.
3. A Grantee that is a State or unit of general local government shall notify the public of subgrants under this Agreement. The notification shall contain the elements required by [42 U.S.C. 3545\(a\)\(4\)\(C\)\(i\)](#). This notification may be by any method conducive to providing information to the public.

D. **Subgrant Applicant Disclosures.** As required by Section [102\(b\) of the HUD Reform Act of 1989](#) (42 U.S.C. 3545(b)), a Grantee that is a State or unit of general local government shall not execute any subgrant agreement until the Affiliate or Subgrantee makes the required disclosures.

1. **Disclosure Reports.** A Grantee that is a State or unit of general local government shall ensure that Affiliates or Subgrantees that submit applications to receive assistance and receive, or can reasonably be expected to receive, an aggregate amount of assistance in excess of \$200,000 during the federal fiscal year in which the application is submitted, disclose at the time of application other government assistance to be used with respect to the activities to be carried out with the assistance, the name and pecuniary interest of any person with such an interest in the activities for which assistance is sought, and the expected sources and uses of funds that are to be made available for the activities ([form HUD-2880 Applicant/Recipient Disclosure/Update Report](#)).
2. **Updates to Disclosure Reports.** As required by [42 U.S.C. 3545\(c\)](#) and [24 CFR 4.11](#), Affiliates and Subgrantees shall update their Disclosure Reports to reflect substantial changes in their disclosures. The period during which these updates are required begins when the application is submitted and ends when the applicant discharges all obligations under the terms of the assistance.

3. **Access to Reports.** Subject to the requirements of State and local law, the Grantee shall make all Disclosure Reports available for public inspection for five (5) years in the case of applications for competitive assistance, and for three (3) years in the case of other applications. Updated Disclosure Reports shall be available along with the Original Disclosure Reports, but in no case for a period of less than three (3) years.

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.**

1. **Direct Grantees.** 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 ■% 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](#).

2. **Subgrantees.** Grantees must provide copies of this documentation to HUD for each Subgrantee that claims a NICRA. As provided in [2 CFR 200.332\(a\)\(4\)\(i\)](#), if there is no approved federally recognized indirect cost rate negotiated between the Subgrantee and the Federal Government, Grantees are required to determine the appropriate rate in collaboration with the Subgrantee, which is either: the negotiated indirect cost rate between the Grantee and the Subgrantee; or the de minimis rate. As described in [2 CFR 200.332\(a\)\(4\)\(i\)](#), if the Subgrantee has never received a federally negotiated indirect cost rate and elects to use the de minimis rate, further documentation is not necessary to justify the ■% de minimis indirect cost rate pursuant to [2 CFR 200.414\(f\)](#). However, the Grantee must not require use of a de minimis indirect cost rate if the Subgrantee has a Federally approved rate.

- 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 Grantee or Subgrantee.
- 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 (nor shall the Grantee reimburse the Subgrantee) 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
██████████	Not later than ██████████
██████████	Not later than ██████████
██████████	Not later than ██████████
██████████	Not later than ██████████

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 ██████████, the first GAR report is due not later than ██████████).

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 ■■■■, Quarter 2 due ■■■■, Quarter 3 due ■■■■, and Quarter 4 due ■■■■).

Grantees managing a network must submit the following information for each Subgrantee. Grantees that also provide counseling services at their main office must submit a separate report for their main office. Grantees that receive HBCU and other MSI funds should refer to additional requirements in Article 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, cost of managing a network, 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).” The rest of this language is not required and is unnecessary as the grantees are already required to comply with all federal laws and regulations (under Article I).

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 and Subgrantees 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.
10. Oversight Activity. Grantees must provide a list of Subgrantees and Branches for which oversight was performed and a schedule for completing the remaining reviews. HUD will not consider reviews of unfunded Affiliates. For each review conducted, the Grantee must provide a copy of the form HUD-

9910 along with a concise description of the findings made and remedies implemented.

11. Sub-Allocations. The Grantee must indicate the Subgrantees and Branches and corresponding initial sub-allocations, current balance, quarterly reimbursement amount, and cumulative drawdowns.
12. Costs of Managing a Network. Grantees must submit an accounting of the costs associated with managing the Grantee's network (e.g., oversight, compliance, quality control, training, etc.). Such funds are not passed through to Subgrantees or allocated to Branches but spent by the Intermediary, SHFA, or MSO.
13. Federal Financial Report. Grantees must complete and submit the [Form SF-425](#), summarizing financial data for each quarter.
14. Reporting Changes in Composition of Network of Subgrantees and Branches. In determining the level of funding to award, HUD considers an applicant's capacity to meet program goals. Intermediaries, SHFAs, and MSOs must report to HUD all changes in the composition of their network of Subgrantees and funded Branches. Moreover, all Grantees are reminded of their duty under [24 CFR 214.305](#) to notify HUD of any changes in personnel responsible for the housing counseling program. HUD reserves the right to adjust the award amount granted through this year's NOFO should the number of Subgrantees and funded Branches change significantly from that proposed in the Grant application. For an Intermediary, SHFA, or MSO, a significant change might include, but is not limited to, a twenty-five percent or greater decrease in the number of their Subgrantees and funded Branches from that stated in their Grant application.

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 must complete and submit the Form SF-425, summarizing financial data.
7. Grantees that receive HBCU and other MSI funds should refer to additional requirements in Article XXII.

C. Federal Subaward Reporting System. Grantees are required to report first-tier subgrant award and executive compensation information in the Federal Funding Accountability and Transparency Act's (FFATA) Federal Subaward Reporting System (FSRS) in cases where either the subaward initial amount is \$30,000 or greater or the subaward has an initial amount of less than \$30,000 but will have a cumulative amount of \$30,000 or greater. Subawards of less than \$25,000 made to individuals or to an entity whose annual expenditures are less than \$300,000 are exempt from this reporting requirement. The FSRS and corresponding frequently asked questions can be found at www.fsrc.gov. Grantees must report first-tier subawards no later than one month after the month in which an award or subaward is obligated to fulfill the reporting requirement. FFATA also requires the reporting of the total compensation and names of the top five executives of the Grantee or Subgrantee if:

1. More than eighty percent (80%) of annual gross revenues are received from the federal government and those revenues are greater than \$25 million annually; and
2. Compensation information is not already available through reporting to the Securities and Exchange Commission (SEC).

D. 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. Such commitments may include but are not limited to network size, oversight of funded network, and counselors.

E. 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.

F. Withholding of Funds. HUD may withhold payment to a Grantee if any project objective, term, or condition of this Agreement, or federal reporting requirement is not being satisfied including, but not limited to: (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.

- G. **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 form [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. Grantee 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 and Subgrantees shall comply with [2 CFR 200.305](#). The Grantee shall ensure that all Subgrantees comply with the provisions of this paragraph. Pass-through entities must pay Subgrantees within thirty (30) calendar days after receipt of billing.

B. Documentation of Expenses. The Grantee and Subgrantees 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 and Subgrantees must maintain a list of all Client Counseling File numbers and group education file numbers attributed to the Grant in alpha or numeric order. This list must indicate the activity attributed to the relevant quarter, the cumulative total for the entire Grant year, and the relevant counseling or education type. Itemize for each Client and/or group education session on the list: the relevant counselor and/or other employee that provided service, the duration of service provided in hours and minutes and the total amount of funds charged to the HUD Grant. The Client Counseling File list must also identify the Branch or main office that served the Client.

All Grantees and Subgrantees 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 and Subgrantees 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 or its Subgrantees or both.

ARTICLE XI: CONFLICTS OF INTEREST

- A. **General Requirements.** The Grantee and its Subgrantees 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 and its Subgrantees 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 its Subgrantees 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.** The Grantee and Subgrantees 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. Grantee and Subgrantees 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 and Subgrantees 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 and Subgrantees must ensure that neither they nor their CMS vendor disclose the information in the individual's Client Counseling File to anyone except for authorized agency personnel and HUD, including Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). Grantees and Subgrantees 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. Grantees are required to ensure that their Subgrantees comply with all HUD requirements including pertinent statutes, regulations, the NOFO, the [HUD Handbook, 7610.1 REV-6](#), and the Grant Agreement. Once aware of a Subgrantee's misuse of funds, the Grantee must report a misuse of HUD Housing Counseling Program Grant Funds by a Subgrantee to HUD within fifteen (15) days of becoming aware of the misuse.
3. 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 XXII.
- 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 files 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 or Subgrantee shall certify, using the Certification Regarding Lobbying form that it will comply with [24 CFR Part 87](#). A Subgrantee shall submit its certification to its Grantee.
- C. **Disclosures.** As required by [24 CFR 87.110](#), a Grantee or Subgrantee 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\(c\)](#). A Subgrantee shall submit its disclosures to its Grantee. 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 and its Subgrantees must undertake their responsibilities in accordance with the following principles:

1. Grantees and its Subgrantees 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 and their Subgrantees 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 [REDACTED] 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 agreements 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, and the cost of managing a network. 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 or 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 or Subgrantees are 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 and all Subgrantees 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 Grantees or Subgrantees have obligations that require Client information to be kept confidential, Grantees or Subgrantees 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 and Subgrantees 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 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 or its Subgrantees 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 either directly by Grantees or through Grantee's Branches and Subgrantees.

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

[REDACTED]

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date: