

FY22 ROSS GRANT AGREEMENT

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FISCAL YEAR (FY) 2022
RESIDENT OPPORTUNITY AND SELF-SUFFICIENCY –
SERVICE COORDINATOR (ROSS-SC) PROGRAM

GRANT AGREEMENT

This grant agreement (“Grant Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and the Applicant (“Grantee”). The Grantee received a grant funded by FY2022 ROSS congressional appropriations, for the operation of a ROSS Program that is the subject of this Grant Agreement and that is identified on the award obligation document (Notice of Award).

HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to the Grantee, in the total amount listed on the Notice of Award, for the activities described in the ROSS Program as defined in Articles II and III of this Grant Agreement. Grant funds will be available in HUD’s electronic Line of Credit Control System (e-LOCCS) payment system which the Grantee will be given access to (with proper documentation) to draw down these funds.

The funding assistance that is the subject of this Grant Agreement is authorized by and required to be used in accordance with Section 34 of the United States Housing Act of 1937 (42 U.S.C. 1437z-6). Funding for this program is authorized by the Consolidated Appropriations Act, 2022 (Public Law 117-103, enacted March 15, 2022). The Notice of Award and any Exhibits are incorporated into and subject to the terms of this Grant Agreement.

HUD and the Grantee hereby agree to be bound by the following terms and conditions of this Grant Agreement:

ARTICLE I: BASIC GRANT INFORMATION AND REQUIREMENTS

1. Award type: This is a cost-reimbursable, performance-based grant.
2. This agreement shall be effective immediately upon acceptance (electronic signature) of the FY22 ROSS grant in www.GrantSolutions.gov.
3. **Grant Term and Effective Date:** The term of the FY22 ROSS grant is 36 months beginning on June 1, 2023 and ending May 31, 2026. June 1, 2023 is the effective date of this Grant Agreement. The grant term is the period during which HUD will review the Grantee’s performance reporting in the Standards for Success data collection tool and other relevant information needed to evaluate the Grantee’s performance. *NOTE: Grantees receiving renewal funding cannot spend FY22 ROSS grant funds until they have completely expended their prior ROSS grant funds (or requested a recapture of funds).*
4. This Grant Agreement includes the Notice of Award and will be governed by the following laws and regulations as they may from time to time be changed: all applicable Federal laws including the HUD Appropriations Acts and the United States Housing Act of 1937, as amended, Executive Orders, the FY22 ROSS Notice of Funding Opportunity (NOFO) dated 5/18/22, the Code of Federal Regulations (CFR) 24 CFR Part 24, 2 CFR Part 200, 24 CFR Part 964, any applicable OMB Circulars, Handbooks, and Notices issued by HUD, and any assurances and certifications in the final HUD-approved application (the original approved application may have required amendments by the field/Grantee).

ARTICLE II: HUD REQUIREMENTS

SUBARTICLE A: GRANT ADMINISTRATION, EXPENDITURES, CONDITIONS REQUIRING TERMINATION OF FUNDING

1. The Grantee shall attend meeting(s) at HUD's request to establish a common understanding and strategy with respect to grant administration, eligible expenditures, timeline, deliverables, grant objectives, performance measures, and the scope of work/activities necessary to achieve grant objectives.
2. The Grantee shall furnish all necessary personnel, materials, services, equipment, and facilities, and shall otherwise do all things necessary for, or related to, the activities' performance and tasks described in the approved application and this Grant Agreement (except as otherwise specified).
3. The Grantee agrees that pre-award costs are not eligible costs, except as specified in Subarticle C.
4. The FY22 NOFO outlines eligible work that the Grantee may perform under this Grant Agreement. The Grantee may use grant funds only for eligible activities, as approved by HUD.
5. The Grantee must serve at least 50 units annually per Service Coordinator position. If deviations from this minimum is necessary, the Grantee must contact ROSS-PIH@hud.gov.
6. The Service Coordinator hired by the Grantee must be qualified to serve in this position. Per the FY22 ROSS NOFO, the Service Coordinator must have a college degree or significant relevant work experience. A Bachelor of Social Work or degree in Gerontology, Psychology, or Counseling is preferable, although any other completed college degree is fully acceptable. You may also consider individuals who do not have a college degree but who have an Associate's degree or significant relevant work experience. For additional information about what other skills the Service Coordinator should possess, please consult the FY22 ROSS NOFO (https://www.hud.gov/sites/dfiles/SPM/documents/FR-6600-N-05_FY22_ROSS_NOFO.pdf).
7. Grantees must submit and receive approval of the budget and any deviations or revisions to their HUD-approved budget before implementing any change. Grantees must request prior approvals to make budget and program plan revisions from HUD consistent with 2 CFR 200.308(c). Should any of the following conditions arise, the Grantee must submit in writing any changes to the previously approved budget to the appropriate local HUD field office personnel:
 - a. Any change in the scope, budget, objectives, or conditions of the program;
 - b. Changes in any subcontracting, or otherwise obtaining the services of a third party to perform activities that are central to the purposes of the grant; or
 - c. Other changes that may adversely affect the program.
9. **Training and Travel Costs.** Before incurring training/travel costs, the Grantee must receive approval from the HUD field office in order for funding and reimbursement for these activities to occur. Training and travel costs from this grant shall not exceed \$7,500 per Service Coordinator position for the grant term. This amount may be lower if the amount requested in your application and approved by HUD was less than this amount. Grantees should ensure their Service Coordinators avail themselves of necessary and relevant training opportunities throughout the lifecycle of the grant. HUD expects grantees to spend up to \$2,500 annually on training

opportunities. Requests to expend training funds towards the end of the grant term and/or transfer travel and training funds to another budget line item may not be approved.

10. Costs for Direct Services.

- a. **Requesting Funds for Direct Services.** Prior to incurring costs for direct services, grantees must first use their match contributions or otherwise seek services from partners or other local organizations. Direct services that cannot otherwise be fulfilled by local service providers may be covered by the administrative funds budget line item (BLI). Such direct services must be based on the findings of the Resident Needs Assessment that was administered with your application and may only be provided to active ROSS participants (defined as residents who have received a needs assessment). Prior to incurring any costs associated with the provision of direct services, grantees must submit a request and obtain approval from their local HUD field office. In order to do this, Grantees must use a template to be furnished by HUD to request the use of the administrative BLI for direct services. Grantees may request the template by sending an email to their local HUD field office. The completed template along with any requested supporting documentation must be sent to their local HUD field office with subject line "Request for Use of Direct Service Funds." **Grantees must not incur direct service costs until their request has been approved by HUD.** Examples of eligible direct services may include but are not limited to childcare expenses, financial literacy programs, and GED testing fees for active ROSS participants. Costs for direct services must be deemed necessary, reasonable, and allocable. Direct services must comply with 2 CFR part 200 Cost Principles (subpart E) including 2 CFR 200.403 and Section III.F.13.b of the ROSS FY2022 NOFO.
- b. **Subcontractor Monitoring and Procurement.** Grantees are required to regularly monitor and evaluate the quality of services subcontractors provide. Grantees that wish to subcontract for a specific service must follow the procedure for requesting use of administrative funds prior to entering into a contract to ensure that the contract would be an allowable expense (see procedure for requesting use of direct services listed above in Article II, Section 8). Examples of subcontractors available to Grantees include financial literacy groups, community colleges, and other accredited entities. Grantees must follow their organization's procurement policies for subcontracting. In addition, all procurement transactions for the acquisition of services under the ROSS-SC grant must be conducted in a manner providing full and open competition consistent with the standards of CFR 200.319 and CFR 200.320. The Grantee must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- c. **Extensions of the Grant Period of Performance (grant term).** Extensions will be granted within the full discretion of HUD. Grantees needing to extend the term of their grant past the end of the grant term in order to fully accomplish their goals must request an extension in writing within sixty (60) calendar days before the grant term's end date. The Grantee must submit the request to the Director of Public Housing in the HUD field office and ROSS-PIH@hud.gov for approval. The Grantee must also:
 1. Have current and acceptable Federal Financial Report (SF-425), which must be on file with the field office;
 2. Submit a narrative justification explaining that the Grantee requests an extension, how much additional time they will need, the circumstances that require the

proposed extension, the work the Grantee will conduct during the extension period, and the effect a denial would have on the program; and

3. Have satisfied all conditions of the Grant Agreement except those that would be fulfilled in the remaining grant term. This includes reporting requirements, performance, and resolution of audit findings on time.

NOTE: Grantees should be aware that the period for which HUD will assess performance for FY22 ROSS grants will be for 36 months beginning June 1, 2023, regardless of any extension to a prior ROSS grant. This will be true even if a grant extension has been approved for a prior ROSS grant which delays the start-up of this FY22 grant. HUD may reduce future amounts based on untimely performance; therefore, grant extensions may affect future award amounts.

11. **Changes to Grant Terms.** If a Grantee wants to make any changes to the grant regarding timeline, budget, or activities, they must submit the changes in writing (emails are acceptable), and the Grantee must receive HUD approval prior to implementing the changes. HUD will approve/reject requested changes in its full discretion. Approved changes shall only be valid if they are reflected by an amendment to this Grant Agreement. Amendments will become effective when the Grantee has accepted/signed the amending documents. Changes to goals and other reporting instruments may also be necessary and will be referenced in any amendment.
12. Grantees (new and renewals) must begin providing service coordination to residents within 60 calendar days from the start of the grant term. If the Grantee does not implement their program within 60 calendar days from the start of the grant term, the Grantee must report by letter to the appropriate HUD field office the steps that they will take to initiate the program, resulting changes to the grant timeline, the reason for the delay, and the expected start date. Any revisions to the grant timeline that are caused by a delay in implementation must be provided to HUD for approval. **Failure to strictly comply with this requirement may serve as a basis for termination of this Grant Agreement and HUD recapturing grant funds.**
13. Please refer to Subarticle B “Grantee’s Financial Responsibilities,” Subarticle D “Reporting Requirements,” and Subarticle H “Default” for other conditions that could result in termination of your grant award.

SUBARTICLE B: GRANTEE’S FINANCIAL RESPONSIBILITIES

1. The Grantee shall use leverage/match resources in accordance with their approved application and approval from HUD field office. Additionally, matching funds and contributions, including cash and third-party in-kind contributions, must meet all the criteria listed in 2 CFR 200.306(b). Grantees are required to keep the match letters on file attesting to the total match they claimed in their application. **Grantees must track the leveraged/match contributions throughout the grant term. HUD may request to review match letters and utilization of leverage/match at any time during the grant term.**
2. Prior to initial drawdown of funds, all Grantees must have secured online access to the internet in order to communicate with HUD on grant matters including online access to www.grantsolutions.gov. Applicants shall draw down funds via e-LOCCS.
3. The Grantee agrees to comply with the audit requirements of OMB at 2 CFR Part 200. 2 CFR 200.501 states that a Grantee that expends \$750,000 or more during the Grantee’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR part 200. If a Grantee is required to submit an audit and it chooses a

program-specific audit, the Grantee must submit the audit to HUD no later than ninety (90) calendar days after the grant term ends, covering the entire award term. If a Grantee chooses to submit a single audit, the final audit report that includes this grant is due no later than 30 calendar days after the single audit is completed. A Grantee that expends less than \$750,000 during the Grantee's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of HUD and the Government Accountability Office (GAO).

4. **Reimbursements for Grant Expenses.** This is a cost reimbursable grant. The Grantee must make a drawdown *only for incurred costs*. The grant funds are to be made available to the Grantee based on actual need. The Grantee shall minimize the time between the transfer of funds from HUD and the disbursement of funds. *Funds requisitioned through e-LOCCS must be disbursed within three calendar days after receipt of funds drawdown.* NOTE: Drawdowns that exceed need may result in HUD imposing special procedures for payments or termination of the grant especially when there are persistent violations. The Grantee must be in compliance with 2 CFR Part 200.305 "Payment," and other sections of 2 CFR Part 200, as applicable.
5. **Rental Assistance Demonstration (RAD) and Other Public Housing Removal Actions.** ROSS Grantees that received a Commitment to enter into a Housing Assistance Payment (CHAP) covering the projects to be served by this ROSS grant can retain their FY22 grants as long as: (1) the CHAP was received after the ROSS application deadline (July 18, 2022); and (2) the projects do not convert through RAD before the start of the ROSS grant term (June 1, 2023). For non-RAD public housing removals (e.g., Section 18 disposition, Section 22 Voluntary Conversion, or 2 CFR part 200 Retentions) that reduce the public housing units served by the Service Coordinator, ROSS grants may be reduced or terminated, at HUD's discretion, because the residents in the units being removed cease to be public housing residents. If a Grantee applies to remove the projects to be served by this ROSS grant by any non-RAD means, it must provide written notice of the removal application to their HUD field office and ROSS-PIH@hud.gov (emails are acceptable). The written notice must include a copy of the application and an anticipated timeline. The written notice must be provided no later than ten (10 days) after the submission of the application.
6. 501(c)(3) Nonprofit Status or Locally Incorporated Nonprofit Status is required of all Resident Association and Nonprofit Organization Grantees. *Failure to maintain Nonprofit Status throughout the grant term will result in the termination of the FY22 ROSS grant.*
7. **Grantees must not draw-down more than the eligible amount per year for salary and expenses. See e-LOCCS for eligible amounts per year for each BLI. Grantees may not pay their ROSS Service Coordinator less than what they were funded by HUD for the salary and fringe of the Service Coordinator position. Any amount drawn down that exceeds the eligible amount per year, will need to be reimbursed to HUD.**

SUBARTICLE C: METHOD OF PAYMENT [FUNDS DRAWDOWN]

1. The Grantee may not draw down grant funds until the following have taken place:
 - a. HUD has received and approved any certifications and disclosures which must be completed and included as a part of this grant agreement. This requirement includes certifications and disclosures required by 2 CFR 200.450(c)(2)(vi) "Lobbying" and by 2 CFR 200.213 "Suspension and debarment."
 - b. The Grantee must complete all pre-conditions listed in the Notice of Award, this Grant Agreement, the NOFO, or in the award letter, and HUD must verify it.

- c. The Grantee has requested and received a user-name and password from HUD in order to access www.grantsolutions.gov for the purpose of submitting annual reports.
 - d. Payments of grant funds shall be made only through electronic funds transfer using e-LOCCS. Initial drawdown cannot be earlier than the grant term's effective date. Costs cannot be reimbursed for activities undertaken prior to the start of the grant term, unless HUD provides prior written approval (see paragraph e below).
 - e. New Grantees may request reimbursement for eligible program start-up costs incurred between January 10, 2023, through May 31, 2023, where such costs are necessary for the efficient and timely implementation of the FY22 ROSS grant by the grant term start date of June 1, 2023. Eligible program start-up costs can include program materials and/or the administrative cost associated with hiring a Service Coordinator necessary for June 1st launch. The salary and fringe of a Service Coordinator cannot be incurred prior to June 1st for new grantees.
 - f. Grantees must submit a written request for pre-award reimbursement and provide supporting documents within **60 days** after the start of the FY22 grant term to the HUD field office for review. Any reimbursements must comply with 2 CFR 200.458 "Pre-award costs" and are at HUD's sole discretion.
2. **The basic procedure to establish access to e-LOCCS is as follows:**
- a. To establish access to e-LOCCS, the Grantee must adhere to the requirements below: http://portal.hud.gov/hudportal/HUD?src=/program_offices/cfo/loccs_guidelines; and complete and submit the following forms:
 - i. HUD-27054 *Line of Credit Access Authorization Form* (for e-LOCCS).
 - ii. SF-1199A *Direct Deposit Sign-Up Form* with sample **voided** check. NOTE: The depositor account on the SF-1199A may be the same receiving account as other HUD programs. (The SF-1199A form is available here: <http://www.gsa.gov/portal/forms/type/SF>).
 - iii. These forms should be sent to the Grantee's local HUD field office for processing. Field office will provide the grant number and program area ID.
 - b. To gain access to HUD Secure Systems in order to use e-LOCCS, the Grantee must follow the instructions as outlined in the e-LOCCS Registration Guide: http://portal.hud.gov/hudportal/documents/huddoc?id=e-LOCCS_registration_guide.pdf.
 - c. The approving official who completes block 6 of HUD form 27054-e is required to register as the **coordinator** in Secure Systems and the user who completes blocks 1-5 of HUD form 27054-e is required to register as the **user** in Secure Systems.
3. After HUD processes the above documents, the Grantee will receive the following:
- a. The coordinator will receive the user identification number for the individual who will be authorized to draw down the funds from e-LOCCS.
 - b. The Approving Official (who could also be the coordinator) will receive a recertification email every six months to provide continual approval for the individual who will complete the drawdowns. This email is scheduled based on the geographical location of the Grantee and will contain recertification instructions.
 - c. Grantees are required to maintain the integrity and Security of e-LOCCS. Under no circumstances may Grantees share User-IDs. If HUD finds out that Grantees are sharing User-IDs, then HUD will terminate the Grantee's access to e-LOCCS and not reinstate it.
4. Once the Grantee's staff person who is responsible for completing drawdowns and their approving official has made role assignments in e-LOCCS, the Grantee is technically

equipped to request drawdowns. An e-LOCCS [Getting Started Guide](https://www.hud.gov/sites/documents/E-LOCCS_REGISTRATION_GUIDE.PDF) can be obtained from: https://www.hud.gov/sites/documents/E-LOCCS_REGISTRATION_GUIDE.PDF

5. If at any time, the user (person who completes blocks 1-5 of HUD form 27054-e) vacates their position within the organization, the Approving Official must complete HUD form 27054-e to terminate the user's access and forward that form to their local HUD field office. The form should not contain the Social Security number of the employee who has left the organization as that is a security violation since the user is no longer available to sign the e-LOCCS form. The Grantee must designate a new user, by completing another HUD form 27054-e. Similarly, if the Approving Official (person who completed block 6 of HUD form 27054-e) leaves or changes their position, the new Approving Official must execute the Change of Approving Official Letter.
6. If you are suspended from e-LOCCS due to 90 days of inactivity, the next time you access e-LOCCS:
 - You will be prompted to answer 1 of your 3 personal security questions previously entered in e-LOCCS.
 - If you are unable to answer any of the 3 questions, you will be instructed to call OCFO Security and provide your previously entered personal 5-digit e-LOCCS PIN.
 - If you are unable to correctly provide your 5-digit PIN;
 - Regular users will have their e-LOCCS access terminated and must submit another 27054E e-LOCCS security form to be reinstated.
 - Approving Officials will be required to fax a form letter to OCFO Security requesting reinstatement.

7. e-LOCCS Program Edits.

- a. e-LOCCS will automatically perform a series of review edits (both generic and program specific) of each payment request. Failure of one of the program edits will refer the payment request to the HUD field office for review.
- b. The HUD field office will complete the review. The request will remain in the system and HUD will not allow further drawdowns until that review is complete and the drawdowns are approved or rejected.
- c. Some HUD field offices may place all Grantees on manual review. This means that all requests for reimbursement will be reviewed by e-LOCCS (see sub-paragraph a above) as well as the HUD field office staff with oversight responsibility prior to approving a drawdown request.
- d. The Grantee shall immediately contact the HUD field office when there is a question regarding the request. The HUD field office may refer some requests to the HUD Headquarters program office for review. These referrals will happen when:
 - i. There are requests for over 10% of total grant funds per calendar month;
 - ii. The Grantee attempts to draw over 100% of any BLI;
 - iii. The Grantee fails to submit an annual HUD form SF-425 - *Federal Financial Report*, Standards for Success Report (performance data), or any other relevant documents as defined by this agreement and 2 CFR Part 200, Subpart D. e-LOCCS shall not accept a request for funds if required reports from the Grantee are ten or more days overdue and will not accept future requests until the HUD field office confirms receipt and approval of the reports.
- e. If the Grantee repeatedly fails to submit required forms, e-LOCCS will be converted to a system in which the HUD Field Office will manually review each drawdown request prior to releasing funds to the Grantee.

SUBARTICLE D: REPORTING REQUIREMENTS

1. In accordance with the schedule below, the Grantee must submit an SF-425 form to the local HUD field office as well as the annual performance data using the Standards for Success framework for reporting.
2. **Annual Reporting.** On an annual basis, the Grantee must submit financial reports to the HUD field office and submit performance reporting through Standards for Success (www.grantsolutions.gov).
 - The financial reports shall be submitted to the field office using Form SF-425. The Grantee should also attach other relevant expenditure information, such as cost-overruns.
 - Performance metrics will be submitted using the Standards for Success framework. If the Grantee is not meeting its promised objectives or has not served the minimum number of units required during the reporting period (at least 50 per Service Coordinator position), the Grantee may be required to submit a narrative to explain why objectives are not being met. In addition, data reports *will not be considered valid* if they only contain demographic data for the residents they serve. Service, output, and outcome-related data is *required* in order for reports to be considered valid by HUD. Reports that omit data or contain personally identifiable information will not be considered a valid submitted report.
3. **Data Source.** The Grantee must keep on file the data source used to enter performance data. This includes data sources used for tracking client referrals, outcomes, as well as information about where and in what form the Grantee stores the data. This is a requirement for all Grantees. Grantees must submit annual data reports (through Grants Solutions) and financial reports (using Form SF-425 submitted to the HUD field office) by:
 - 10/30/23 (Year One Annual Report)
 - 10/30/24 (Year Two Annual Report)
 - 10/30/25 (Year Three Annual Report)
 - 09/28/26 (Final Report)
4. Each year, HUD may determine the Grantee's progress based upon a comparison between the Grantee's performance reported in Standards for Success with the progress of other similar ROSS Grantees. HUD may also use Year 1 and Year 2 reports as baseline data to determine progress of the Grantee's program. During the grant term, HUD may ask Grantees to use new or additional metrics to report on the areas of need their programs are focused on.
5. **Final Report.** The Final Report consists of the Federal Financial Report Form SF -425 covering the entire grant term (submitted to the field) and the annual performance data covering the last reporting period (using the Standards for Success framework). Both reports are due 120 days after the end of the grant term.
6. During the grant term, HUD may ask Grantees to use a different performance measurement tool.
7. HUD shall maintain official records on the Grantee's performance measures and its progress reports. However, the Grantee must also maintain such records, including the SF-425, comments from HUD, data sources used to populate Standards for Success, and/or relevant evaluations.

8. After the first annual reports are due, the HUD field office may not approve any grant payments until HUD receives and approves all required reports (Standards for Success, other relevant documents, and SF-425).
9. Grantees must report activity in Standards for Success from the FY22 grant term start date regardless of any prior ROSS grants that extend beyond the FY22 grant term.
10. HUD has the authority and total discretion to request that the Grantee report information or produce documents to HUD related to or involving the administration of the grant at any time and without need to establish cause. Failure to comply with such a request may serve as a basis for default and grant termination.

SUBARTICLE E: ADMINISTRATIVE REQUIREMENTS

1. Grantees must comply with all current HUD statutes, regulations, program rules, and program guidance.
2. The Grantee shall maintain and have access to copies of documents relating to the award and administration of this grant for at least three years after the grant's final closeout date. HUD, the General Accounting Office, or their duly authorized representatives may inspect these documents at any time during the life of the grant and during the three-year document retention period.
3. The Grantee's accounting systems must ensure that HUD funds are not co-mingled with funds from other Federal, State, Tribal, or local government agencies, as well as from other HUD program funds. **Funds specifically budgeted and/or received for one program may not be used to support or reimburse another.** Where the Grantee's accounting system cannot comply with this requirement, the Grantee must establish a system to provide adequate fund accountability for each program for which it has been awarded funds. The Grantee's selection of depository facility (e.g., a bank) shall be compliant with Federal regulations and have insurance from the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund to insure the established account. PHAs must enter into a General Depository Agreement (HUD 51999) with its depository.
4. The Grantee agrees to comply with the following requirements for which HUD has enforcement capability:
 - a. Administrative requirements of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." These include the procurement requirements of 2 CFR Part 200 as applicable.
 - b. Grantees are required, as applicable, to comply with the standards set forth in 2 CFR Part 200 Subpart E on "Cost Principles" which applies to nonprofit organizations, States, and local governments.
5. Grant funds must be used in accordance with all applicable civil rights and equal opportunity laws and regulations, including the following:
 - a. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
 - b. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8.

- c. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60.
 - d. The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) state that: (1) to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with grant funds be given to low-income persons residing within the unit of general local government or the metropolitan area (or non-metropolitan county) as determined by HUD, in which the project is located; and (2) to the greatest extent feasible, contracts for work to be performed in connection with any such project be awarded to business concerns, including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project.
 - e. The requirements of Executive Order 11063 (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107.
 - f. The requirements of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and implementing regulations at 28 CFR Part 36, as applicable.
 - g. The requirements of Executive Order 13988 (Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation).
6. A Grantee may lease space for program activities only if the lease is for existing facilities not requiring rehabilitation or construction with the exception of minimal modifications to make the facilities accessible for persons with disabilities. Grantees may not undertake any repairs or renovations of the property leased for ROSS activities with ROSS funds and Federal funds may not be used to lease property in the Coastal Barrier Resources System designated under the Coastal Barrier Resources Act (16 U.S.C. 3501) as identified on maps prepared by the U.S. Fish and Wildlife Service. Grantees using federal funds to lease facilities must certify to HUD that either: (1) The leased facilities are not in communities with coastlines along the Atlantic Ocean, Gulf of Mexico or Great Lakes or (2) if the leased facilities are in such communities, that they have viewed Fish and Wildlife Maps and based on their review of those maps, certify that the leased facilities are not in areas that are part of the Coastal Barrier Resources System under the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq. or (3) if for any reason they cannot make such a determination, obtain and submit a determination from the Fish and Wildlife Service that the proposed leased property is not within the Coastal Barrier Resources System. The relevant Fish and Wildlife Service maps can be located online by going to: <http://www.fws.gov/CBRA/>
 7. The Grantee must comply with regulations in 24 CFR 87, related to lobbying, including the requirement that the Grantee obtain certifications and disclosures from all covered persons.
 8. The Grantee must comply with Drug-free Workplace Requirements in 2 CFR Part 2429.
 9. The Grantee must comply with restrictions on participation by ineligible, debarred or suspended persons or entities at 2 CFR Part 2424, Subparts A through J, which are applicable to contractors and sub-Grantees.
 10. The Grantee's computer systems must operate in accordance with HUD's computer systems and software to facilitate any and all electronic documents for submission to HUD computer systems and software. That is, when sending/transferring documents, computer disks, e-mail, or CDs to HUD, the systems must be compatible so that HUD receives an exact copy.

11. The Grantee's computer and information systems must be able to access HUD's website(s) and www.grantsolutions.gov so that the Grantee can input data as may be required by the grant, retrieve information, and access funding through HUD's e-LOCCS system.

SUBARTICLE F: CONTRACT ADMINISTRATOR PARTNERSHIP AGREEMENT

1. PHA applicants that were on the PHAS Troubled list generated by the Real Estate Assessment Center (REAC) on or before the application deadline date (July 18, 2022) for this ROSS NOFO and Resident Associations must have submitted a signed Contract Administrator Partnership Agreement (CAPA) with their application. The agreement must be in effect for the entire grant term. The Contract Administrator must ensure that the financial management system and procurement procedures that will be in place during the grant term will fully comply with 2 CFR 200.302 "Financial Management" and the procurement standards outlined in 2 CFR Part 200 (beginning at 2 CFR 200.317 "Procurements by states"). Final responsibility for complying with procurement rules rests with the Grantee.
2. Contract Administrators are expressly forbidden from accessing HUD's e-LOCCS and submitting vouchers on behalf of Grantees. Contract Administrators must also assist Grantees to meet HUD's reporting requirements. Contract Administrators may be local housing agencies; community-based organizations such as community development corporations, churches, temples, synagogues, mosques; nonprofit organizations; state/regional/local associations, agencies, and organizations. Troubled PHAs are not eligible to be Contract Administrators. Organizations that the applicant proposes to use as the Contract Administrator must not violate or be in violation of other conflicts of interest as defined in 2 CFR 200.112 "Conflict of Interest." and provisions of 2 CFR 200.318 "General procurement standards" regarding conflicts of interest. *HUD Headquarters will have final approval of Contract Administrators at time of grant agreement execution.*

SUBARTICLE G: GRANT CLOSEOUT

1. 2 CFR 200.343 "Closeout" prescribes uniform closeout procedures for recipients of Federal grants. It is the responsibility of the Grantee to comply in full with all closeout reporting requirements and to submit closeout reports in a timely manner.
2. The Grantee should initiate project closeout within 30 calendar days of the grant term end date.
3. The Grantee recognizes that the closeout process may entail review by HUD to determine compliance with the grant agreement. The Grantee shall cooperate with any and all reviews which may include making available records requested for on-site HUD inspection.
4. Within 120 calendar days after the end of the grant term or any approved extension (revised end-date), the Grantee must submit the following documents to HUD:
 - a. A **Certification of Project Completion** which is a statement signed by the Grantee; the Grantee should submit this certification to the HUD field office.
 - b. A **Certification of Compliance** with all requirements of the Grant Agreement which is a statement signed by the Grantee; the Grantee should submit this certification to the HUD field office.
 - c. **Federal Financial Report (SF-425)**. The final report will be a cumulative summary of expenditures over the entire grant term and must indicate the exact balance of unexpended funds. (Report shall cover the period from the grant

effective date to the end of grant term). When the final HUD form SF-425 is approved, HUD will establish the amount due to HUD or cancel (recapture) any unused grant funds as applicable. Additionally, unexpended funds may cause a reduction in the award of future ROSS grant funds. The Grantee should submit the SF-425 to the HUD field office.

- d. Final Standards for Success data.** The Grantee must complete the Standards for Success report to reflect all grant outputs and outcomes achieved during the reporting period. The Grantee must submit the performance outcomes through the Standards for Success reporting tool(s).
5. When the HUD field office has determined to its satisfaction that the grant activities were completed and all Federal requirements were satisfied, the HUD field office will execute a closeout amendment to the Grant Agreement with the Grantee.
6. The Closeout Agreement or clause will include the Grantee's agreement to abide by any continuing Federal requirements.
7. If the Grantee fails to submit the required financial report (SF-425), Standards for Success report, or any required audit report; or to resolve program, financial or audit issues, HUD may suspend or terminate any and/or all HUD grant payments. If the Grantee does not submit all reports within one year of the period of performance end date, HUD must report the Grantee's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). HUD may also pursue other enforcement actions per [§ 200.339](#).

SUBARTICLE H: DEFAULT

- 1. Default.** A default under this Agreement shall consist of any failure to comply with Federal statutes, regulations, or the terms and conditions of the ROSS award or any material misrepresentation in the application submissions. If HUD determines that the Grantee has defaulted under this Agreement, HUD may take any remedial action legally available, including remedial actions outlined in 2 CFR part 200.
- 2. Additional Conditions.** If a Grantee defaults under this Agreement, HUD may impose additional conditions, as described in 2 CFR 200.208 "Specific conditions." Additional conditions will be imposed in compliance with 2 CFR 200.208(b). Additional conditions HUD may impose may include, but are not limited to:
 - a. Requiring additional, more detailed financial reports;
 - b. Requiring additional grant monitoring;
 - c. Requiring the Grantee to obtain technical or management assistance;
 - d. Establishing additional prior approvals;
 - e. Requiring the Grantee to follow a HUD-approved detailed schedule of grant activities;
 - f. Requiring the Grantee to cancel or revise ineligible activities;
 - g. Requiring the Grantee to revise its budget; and/or
 - h. Requiring HUD manual review and approval of every drawdown request.
- 3. Other Remedies.** If HUD determines that a default cannot be remedied by imposing additional conditions, HUD may, pursuant to 2 CFR 200.339 "Remedies for noncompliance," take one or more of the following actions, as a proportional response:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by HUD;

- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the grant;
- d. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations;
- e. Withhold further grant awards for the program;
- f. Take action against the Grantee under 2 CFR part 2424 and Executive Order 12549 with respect to future HUD or Federal grant awards; and/or
- g. Take other remedies that may be legally available, including requiring reimbursement by the Grantee for grant amounts used improperly.

4. Notice of Termination and Opportunity to Object.

If the Grantee materially defaults under this Agreement, HUD may terminate the grant. Furthermore, per 2 CFR 200.340(a)(1), the grant may be terminated in whole or in part by HUD if the Grantee fails to comply with the terms and conditions of this agreement. Additionally, pursuant to 2 CFR 200.340(a)(2), this grant may be terminated in whole or in part by HUD, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities. Any findings regarding a Grantee’s failure to abide by the terms of this grant that would support a termination of funding shall be exclusively within HUD’s discretion.

If HUD pursues termination of the grant, HUD will follow the termination process established in 2 CFR part 200, including providing notice of termination pursuant to 2 CFR 200.341. Pursuant to 2 CFR 200.342, HUD will also provide the Grantee an opportunity to object and provide information and documentation challenging a termination.

SUBARTICLE I: GRANT MODIFICATION, TERMINATION BY AGREEMENT, OR TERMINATION BY GRANTEE

- 1. HUD and the Grantee may mutually agree to modify this agreement as to time, cost, or activity by using the Notice of Award and/or Grant Agreement in whole or in part, at any time.
- 2. Pursuant to 2 CFR 200.340 “Termination” (a)(3), HUD and the Grantee may mutually agree to terminate the agreement, including for convenience; if HUD and the Grantee agree to terminate the agreement, the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. Pursuant to 2 CFR 200.340(a)(4), the Grantee may terminate the Agreement upon sending to HUD written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If either HUD or the Grantee seeks to terminate this agreement, it must provide at least **30 calendar days’** advance written notice to the other party.

SUBARTICLE J: DISPUTES

Disputes between the Grantee and HUD shall, to the maximum extent possible, be resolved by mutual agreement between the Grantee and the Public Housing Director in the Field Office (Grant Officer). If agreement cannot be reached, the Grantee can submit, in writing, a disputed issue to the Grant Officer. The Grant Officer will consider the disputed issue and

prepare a written decision. The Grantee may appeal the Grant Officer's decision within **30 calendar days** after receipt of notification. Appeals will be reviewed by the Director of Community and Supportive Services (CSS), Office of Public Housing Investments, 451 7th Street, SW, Room 4130, Washington, D.C. 20410. The decision of the Director of CSS shall be final. However, the Grantee does not waive any legal remedy by agreeing to this provision.

SUBARTICLE K: MONEY DAMAGES

This grant agreement does not contemplate money damages to the Grantee for breach of the agreement by HUD. The Grantee is entitled to any relief against HUD for breach of the agreement that is provided by the Administrative Procedure Act.

ARTICLE III: GRANTEE PERFORMANCE

HUD will judge performance based upon whether the Grantee achieves the agreed-upon activities within the grant term and whether the Grantee has produced tangible results through the implementation of grant activities. HUD will assess the Grantee's performance based on the original 36-month grant term established in this Grant Agreement even if the Grantee requests and receives a grant extension of this grant.

ARTICLE IV: GRANTEE MISREPRESENTATION

The Grantee or any subcontractor to the Grantee bound by this instrument who makes or causes to be made a false statement, claim, or misrepresentation, which the Grantee or entity knows or has reason to know is false, may be imprisoned and/or fined in accordance with civil or criminal penalties and/or fines applicable under law, including Title 18 of the United States Code (U.S.C.), Title 31, *et seq.* (Program Fraud Civil Remedies Act) and any other applicable provisions of Federal, State or local law.