



DEPARTMENT OF
HOUSING AND HUMAN CONCERNS
COUNTY OF MAUI

ALAN M. ARAKAWA
Mayor

JAN SHISHIDO
Acting Director

200 SOUTH HIGH STREET • WAILUKU, HAWAII 96793 • PHONE (808) 270-7805 • FAX 270-7165 • EMAIL director.hhc@mauicounty.gov

June 20, 2018

Mr. Sananda Baz
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

Honorable Alan M. Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Michael White, Chair
and Members of Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair White and Members:

SUBJECT: GRANT REVENUE – DEPARTMENT OF HOUSING AND HUMAN CONCERNS – HOUSING PROGRAM – SECTION 8 HOUSING PROGRAM GRANTS

In accordance with Ordinance No. 4861, Bill 57 (2018) Fiscal Year 2019 Budget, we are hereby transmitting to you a copy of the notice of grant awards from the U.S. Department of Housing & Urban Development (HUD) totaling \$24,680,647.00 for Section 8 Housing Program Grants, which includes our HUD held reserves and Administrative Fees for calendar year 2018.

Thank you for your attention to this matter. Should you have any questions, please feel free to contact me at Ext. 7805.

Sincerely,


JAN SHISHIDO
Acting Director of Housing and Human Concerns

Attachments

COUNTY COMMUNICATION NO. 18-233

RECEIVED
2018 JUN 28 PM 4:02
OFFICE OF THE
COUNTY CLERK

APPROVED FOR TRANSMITTAL

Mayor Date 6/28/18



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

Dear Executive Director:

Subject: Housing Choice Voucher Program Calendar Year (CY) 2018 Renewal Funding Allocation

The purpose of this letter is to advise public housing agencies (PHAs) of the CY 2018 Housing Assistance Payments (HAP) renewal funding allocations for the Housing Choice Voucher Program (HCVP). The funding allocations described herein are based on the requirements of the Consolidated Appropriations Act, 2018, (P.L. 115-141) referred to hereafter as "the 2018 Act," enacted on March 23, 2018. HUD will publish a PIH Notice that describes the implementation of the 2018 Act in detail. This Notice will be posted at the following link: http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/notices/pih.

Your agency's CY 2018 HAP renewal funding is identified at the top of the Enclosure A provided with this letter. Enclosure A sets forth the funding calculations for your PHA and provides estimated RAD 1 funding for the first full year of conversion and CY budget authority associated with tenant protection actions; the calculations are fully explained in the descriptions provided for this enclosure, and you are encouraged to review them thoroughly. Also included are Appendix I and II. Appendix I provides calculations related to the CY 2018 offset for reallocation. Appendix II provides a list of funding increments for which the PHA is receiving an additional inflation factor in CY 2018 to support increased costs since the increments were initially funded. Appendix III provides calculations for PHAs in the most impacted and distressed Presidentially declared major disaster areas. If your agency is administering HUD Veterans Affairs Supported Housing (VASH) vouchers, the renewal of these vouchers is included in the overall renewal calculations. These vouchers are not renewed separately, other than for Moving to Work (MTW) agencies. PHAs must comply, however, with the statutory requirement that VASH vouchers may only be used to assist VASH-eligible participants, both initially and upon turnover.

The 2018 Act requires the Department to establish a new baseline for HAP funding eligibility, based on Voucher Management System (VMS) data for CY 2017 (January 1, 2017 through December 31, 2017). This practice is commonly referred to as re-benchmarking. Consistent with prior years, the Department provided PHAs with the opportunity to review and update all VMS data related to the funding calculations as detailed in this letter and the enclosure. The VMS data used is the data reported by each PHA and accepted in VMS as of the end of the data review period on February 9, 2018, the same date as the December 2017 data submission deadline. There will be no further appeals or adjustments to these data items, except at the direction of the Department.

The 2018 Act authorizes the Department to offset PHAs' CY 2018 renewal allocations

based on excess amounts of restricted net position (RNP) and HUD-held program reserves. The Act provides that HUD shall use the funds from any such offset throughout CY 2018 to prevent the termination of rental assistance for families as the result of insufficient funding and to avoid or reduce the need for proration. The Department has decided to exercise this offset authority in CY 2018.

For the months of January through July of 2018, your agency received HAP obligations based on an estimated CY 2018 renewal level. If your PHA has been under-obligated renewal funds through July 2018, based on the prorated funding eligibility indicated on Enclosure A (applicable only to non-MTW PHAs, MTW PHAs will receive a different eligibility enclosure), the additional amount due will be obligated in the immediate future. If your PHA has been over-obligated funds through July 2018, the August obligation will be reduced accordingly, so that your PHA is obligated the accurate amount for the year. HAP disbursements for January through July of 2018, and for the rest of the CY 2018, have and will be based on cash management procedures established in PIH Notice 2017-07.

Except for MTW PHAs, no HAP funds provided for a PHA under the 2018 Act may be used to incur in over leasing, to support prior year deficits or provide for administrative expenses, nor may they be loaned or transferred to cover other program obligations, such as Low-Rent and/or Capital Fund programs. Therefore, it is each PHA's responsibility to retain the appropriate records to support VMS submissions for the collected periods, as they are subject to on-site review by the Quality Assurance Division (QAD). Subsequent recalculation of CY 2018 funding eligibility will occur if a QAD or other HUD review demonstrates that costs were incorrectly reported, resulting in excess funding.

Finally, it is strongly recommended that PHAs utilize the Two-Year Forecasting tool on the HUD web site, in consultation with their local HUD field office, to ensure that correct variables for the PHA are entered into the tool to arrive at the most accurate forecast to enable the PHA to maximize leasing while avoiding the need to terminate assistance to any households. The tool and instructions can be found at http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hc_v. Additionally, HAP Set-Aside funds are available in CY 2018 to address shortfalls, but in order to qualify, a PHA must have the shortfall confirmed by the Shortfall Prevention Team (SPT) and must initiate cost reduction steps. This process is detailed in the implementation notice referenced at the start of this letter.

If you have any questions concerning your CY 2018 HAP renewal funding, please contact your Financial Analyst (FA) at the Financial Management Center (FMC).

Sincerely,

Miguel A. Fontáñez

Digitally signed by Miguel A. Fontáñez
DN: CN=Miguel A. Fontáñez, C=U.S, O=Housing
Voucher Branch Management Division, OU=Director
Reason: I am approving this document

Miguel A. Fontáñez
Director

**Housing Voucher Financial
Management Division**

Attachment

HCV Leasing and Spending Projection

	B	C	D	E	F
2	PHA Name	<u>County of Maui</u>		PHA Number	HI004
3					
4	ACC/Funding Information				
5	ACC	Current Year (2018)	Year 2 (2019)	Year 3 (2020)	
6	Beginning ACC Vouchers	1,464	1,479	1,479	
7	Funding Components	Current Year (2018)	Year 2 (2019)	Year 3 (2020)	
8	<u>Initial BA Funding (net offset)</u>	\$18,712,325	\$18,668,635	\$19,579,255	
9	Offset of HAP Reserves	\$174,684	\$0	\$0	
10	Set Aside Funding	\$152,264	\$253,773	\$253,773	
11	New ACC Units Funding	\$114,198	\$38,066	\$0	
12	Total ABA Funding Provided	\$18,978,787	\$18,960,474	\$19,833,028	
13	PHA Income	\$803,348	\$545,000	\$545,000	
14	Total Cash-Supported Prior Year-End Reserves	\$3,032,847	\$4,146,347	\$4,072,566	
15					
16	Total Funding				
17	Total Funding Available	\$22,814,982	\$23,651,821	\$24,450,594	

1. DATE ISSUED MM/DD/YYYY 01/16/2018	2. CFDA NO. 14.896	3. ASSISTANCE TYPE Project Grant
1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded		
4. GRANT NO. FSS17HI0504-01-00 Formerly	5. ACTION TYPE New	
6. PROJECT PERIOD From MM/DD/YYYY 01/01/2018	Through MM/DD/YYYY 12/31/2018	
7. BUDGET PERIOD From MM/DD/YYYY 01/01/2018	Through MM/DD/YYYY 12/31/2018	

THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

451 7th Street S.W.,
Washington, DC, DC 20410

NOTICE OF AWARD

8. TITLE OF PROJECT (OR PROGRAM)
County of Maui HCV FSS Program

9a. GRANTEE NAME AND ADDRESS
Maui, County of
200 S High St
Housing
Wailuku, HI 96793-2155

9b. GRANTEE PROJECT DIRECTOR
Ms. Gail Rumbaoa
200 S High St
Wailuku, HI 96793-2155
Phone: xxxxxxxx

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Gail Rumbaoa
200 S High St
Wailuku, HI 96793-2155
Phone: xxxxxxxx

10b. FEDERAL PROJECT OFFICER
Mr. Cedric Brown
451 7th Street S.W.,
Washington, DC 20410
Phone: 202-402-0000

ALL AMOUNTS ARE SHOWN IN USD

11. AWARD COMPUTATION FOR GRANT	
a. Amount of HUD Financial Assistance	26,957.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	26,957.00
12. Total Federal Funds Awarded to Date for Project Period	26,957.00

14. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, HUD ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation cited in remarks or attachment below.
- b. The grant program regulations cited in remarks or attachment below.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of this award by the grantee acknowledges acceptance of these terms and conditions.

13. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICER: Ms. Wilson, Susan

16. OBJ CLASS 4120	16a. VENDOR CODE 99600618	16b. EIN 996000618	17. DUNS 077680155	18. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
19. a. 17SFSC01	b. FSS17HI0504	c. FSS	d. \$26,957.00	e. 86 1718 0350
20. a.	b.	c.	d.	e.
21. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Maui, County of

FSS17HI0504-01-00

1. Grant Agreement

1
2
3 **FISCAL YEAR 2017**

4 **FAMILY SELF-SUFFICIENCY PROGRAM GRANT AGREEMENT (CFDA Number: 14.896)**
5 **(Attachment to *NOTICE OF AWARD*)**

6 **ARTICLE I: BASIC GRANT INFORMATION AND REQUIREMENTS**
7

- 8 1. Award type: This is a cost-reimbursable, performance-based grant.
9
10 2. The Grantee's application and the HUD grant approval letter, including any special conditions, are
11 incorporated into this agreement.
12
13
14 3. This agreement shall be effective immediately electronic signature of the grantee.
15
16 4. Period of performance: The period of performance will be 12 months. *For renewal grantees, the 12-*
17 *month period of performance will generally begin the day after the most recent FSS grant expires.*
18 *For most grantees, this will be January 1, 2018 to December 31, 2018. PLEASE NOTE: Funds*
19 *(from this grant or previous FSS grants) not expended by the time that the FY18 grant awards go into*
20 *effect MAY BE recaptured by HUD. HUD will work with grantees to determine the most efficient*
21 *use of granted funds.*
22
23 5. This Grant Agreement will be governed by the following as they may from time to time be amended:
24 the HUD Appropriations Acts, the United States Housing Act of 1937 as amended, the FY 2017 FSS
25 NOFA dated 8/15/17, the Code of Federal Regulations (CFR) 24 CFR Part 24, 24 CFR Part 984, 2
26 CFR Part 200 any applicable OMB Regulations or Circulars, and Handbooks and Notices issued by
27 HUD.
28
29 6. In executing this agreement, the Grantee agrees to abide by the provisions contained within all
30 applicable Federal laws, Executive Orders, OMB Circulars, specifically OMB Circular A-110, any
31 assurances and certifications in the final HUD-approved application (the original approved
32 application may have required amendments by the field/applicant), and 24 CFR Part 984, as
33 applicable.
34

35 **ARTICLE II: HUD REQUIREMENTS**
36

37 **SUB-ARTICLE A – GRANT ADMINISTRATION, CONDITIONS REQUIRING TERMINATION**
38 **OF FUNDING**
39

- 40 1. The Grantee shall participate in meeting(s) (if requested by HUD) with HUD's local field office for
41 the purpose of establishing a common understanding and strategy with respect to grant
42 administration, timeline, deliverables, grant objectives, performance measures, and the scope of work
43 necessary to achieve grant objectives.
44
45 2. The Grantee shall furnish all necessary personnel, materials, services, equipment, and facilities and
46 shall otherwise do all things necessary for, or incidental to, the performance of the activities and tasks
47 set forth in the approved application, and this Grant Agreement (except as otherwise specified).
48
49 3. The Grantee agrees that costs incurred prior to the execution of this Grant Agreement and
50 implementation of HUD-approved grant activities, shall not be reimbursable by using funds
51 from this grant except where the period of performance is back-dated with HUD approval
52 due to HUD funding cycles.

- 1 4. The work to be performed under this Grant Agreement is outlined in the NOFA.
2
3 5. The grant funds shall be used only for eligible activities. Where a narrative is required, the local
4 HUD Field Office may request additional information or documentation to clarify or verify items
5 included in the written narrative submitted by the grantee.
6
7 a. **HCV or PH Program Functions:** *Per the FY 2017 FSS NOFA*, FSS funds may be used to
8 perform routine HCV and/or PH program functions but only if the use of the FSS funds
9 enhances the effectiveness of the FSS program. The performance of routine HCV/PH
10 program functions may not be such that it impedes the ability of the FSS Coordinator(s) to
11 effectively perform FSS functions. Performance of routine HCV and/or PH functions for non-
12 FSS families does not enhance the effectiveness of the FSS program and is therefore an
13 ineligible use of FSS funds. Additionally, while FSS funds may be used to perform
14 homeownership functions for FSS families, this may not be the sole function for which funds
15 are used. Refer to the FY 2017 FSS NOFA for more information on eligible and ineligible
16 uses of funds.
17 i. Grantees requesting to use FSS funds for HCV/PH program functions must submit, to
18 its local HUD Field Office, a narrative justification, explaining the routine HCV
19 and/or PH program function(s) performed by the FSS coordinator, how it will
20 enhance the effectiveness of the FSS program, and why it does not impede the ability
21 of the FSS Coordinator(s) to effectively perform FSS functions. The grantee must
22 also certify that the function(s) is not performed for non-FSS families.
23
24 b. **Family Self-Sufficiency Guidebook and Online Training:**
25 i. Grantees are strongly encouraged to review *Administering an Effective Family Self-*
26 *Sufficiency Program: A Guidebook Based on Evidence and Promising Practices*.
27 This guidebook provides FSS Coordinators, PHA and HUD staff with guidance on
28 how to develop and administer a successful and effective FSS program. A weblink to
29 this resource can be found on HUD's [FSS homepage](#).
30
31 ii. Grantees are strongly encouraged to complete the FSS Online Training. This self-
32 directed, web-based training provides a comprehensive overview of how to
33 administer an effective FSS program. HUD strongly encourages each FSS Program
34 Coordinator to "GET CREDIT" for the training; specific instructions on activating
35 the "get credit" function are provided on introductory page of the training course.
36 The online training is **FREE** and takes approximately 8 to 10 hours to complete. A
37 weblink to this resource can be found on HUD's [FSS homepage](#). **Please note:**
38 ***Completion of the FSS Online Training may be mandatory for eligibility in future***
39 ***FSS NOFA funding.***
40
41 c. **Administrative and Training Costs:** *Per the FY 2017 FSS NOFA*, administrative and
42 training costs may be allowable costs subject to the provisions as described in Section ii.A.1
43 of the NOFA. Funds awarded under this NOFA that are projected to remain unexpended by
44 the end of the grant period for adequate reasons (such as FSS coordinator turnover or
45 prolonged absence) may also be used for eligible administrative and training costs related to
46 the FSS program, subject to prior HUD approval and a cap of 10% of the total award
47 amount. (For example, if the grantee was awarded a \$45,000 grant, no more than \$4,500 of
48 this total may be approved for eligible administrative and training costs.) Such

1 *administrative and training costs must be related to the FSS program and attributable to the*
2 *PHA (not to the family).*

- 3
4 i. Examples of eligible administrative expenses include, but are not limited to, mileage
5 costs for visits to FSS families in relation to the FSS coordinator's case
6 management/coaching functions and cost of FSS outreach materials.
7
8 ii. Examples of ineligible administrative costs include, but are not limited to, security
9 deposits, landlord incentives, and food and beverages.
10
11 iii. Examples of eligible training expenses include, but are not limited to, training
12 materials, and/or cost of registration for trainings related to case management, service
13 coordination, and economic self-sufficiency.
14

15 d. **Request to Use Funds for Administrative/Training Costs:** PHAs or tribes/TDHE seeking
16 to use funds for these purposes must seek prior approval from their local HUD Field Office
17 before the grant period closes. *If a PHA or tribe/TDHE submits a request to use funds for*
18 *administrative and/or training costs during the first, second, or third quarter of the grant*
19 *period, the PHA or tribe/TDHE will have until the end of the grant period to expend funds or*
20 *funds will be recaptured at the end of the one-year grant period. If a PHA or tribe/TDHE*
21 *submits a request to use funds for administrative and/or training costs during the last quarter*
22 *of the grant period, the PHA or tribe/TDHE will have up to 3 months after the grant period to*
23 *expend funds or funds will be recaptured.*
24

- 25 i. Grantees requesting to use unexpended funds for administrative/training costs must
26 also submit, to its local HUD Field Office, a narrative justification explaining the
27 cause for the unexpended funds, the amount of funds requested, what and how the
28 funds will be used, including how it is related to the FSS program and attributable to
29 the PHA (not the family).
30

31 6. Should any of the following conditions arise, grantees are required to submit in writing any changes
32 to the previously-approved grant to the appropriate local HUD field office personnel:
33

- 34 a. Any change in the scope, objective, or conditions of the program.
35 b. Changes in any subcontracting, or otherwise obtaining the services of a third party to
36 perform activities that are central to the purposes.
37 c. Other changes that may adversely affect the program.
38

39 7. Grantees needing to extend the term of their grant in order to fully accomplish their goals should
40 request an extension in writing sixty calendar days prior to the grant termination date. This grant
41 extension must also be pursuant to 2 CFR Part 200.309(d). The request must be submitted to the field
42 office for review and approval. Extensions will generally only be granted if no funding is awarded to
43 the grantee in the following year. The Grantee must also:
44

- 45 a. Submit a narrative justification explaining why the extension is needed, how much
46 additional time will be required, the circumstances that require the proposed extension,
47 the work that will be conducted during the extension period, and the effect a denial would
48 have on the program. The local HUD field office may request additional information or

1 documentation to clarify or verify the items included in the written narrative submitted by
2 the grantee to support the extension.

- 3
4 b. Have satisfied all special conditions of the grant agreement except those that would be
5 fulfilled in the remaining period of the grant. This includes the performance and
6 resolution of audit findings in a timely manner.

7 **Grantees should be aware that any extensions (other than those caused by HUD funding cycles)**
8 **may result in a negative impact on the Past Performance review in future grant applications.**
9

- 10 8. Any changes requested by the Grantee must be in writing (emails are acceptable). HUD will
11 approve/reject requested changes as appropriate. Generally, HUD will approve such requests within
12 30 days of submission. Approved changes will be reflected by an amendment to this Grant
13 Agreement and any other documentation as directed by HUD. Amendments will become effective
14 when the Grantee has electronically signed the amending documents.
15
- 16 9. In general, if the Grantee's program is not implemented within 60 days of the grant start date (the
17 start date is the date when the Notice of Award and Grant Agreement is signed by the Grantee),
18 the Grantee must report in writing to the appropriate HUD field office of the steps taken to initiate the
19 program, resulting changes to the timetable, the reason for the delay, and the expected starting date.
20 Any timetable revisions as a result of the delay must be included for HUD approval. Renewal
21 grantees are not subject to this implementation requirement. However, renewal grantees must start
22 drawing down the 2017 funds within 30 days of the period of performance start date (see Article I,
23 Number 4 above), unless the grantee justifies in writing to the appropriate HUD field office the delay
24 in drawdown of funds. Also, see Sub-Article B, Number 3 below. **NOTE: Failure to comply with**
25 **this requirement may result in termination of this agreement and recapture of grant funds. PLEASE**
26 **NOTE: All 2017 FSS grantees are considered renewal grantees.**
27
- 28 10. HUD may terminate funding if the Grantee demonstrates an unwillingness or inability to implement
29 and maintain the program; does not use procedures that will minimize the time elapsing between
30 drawdowns and disbursements of grant funds; does not adhere to agreement requirements or special
31 conditions; engages in the improper award or administration of grant subcontracts; does not submit
32 required reports; or produces unacceptable deliverables.
33
34

35 **SUB-ARTICLE B: FINANCIAL RESPONSIBILITIES**

- 36 1. Prior to initial drawdown of funds, all Grantees must have secured online access to the Internet as a
37 means to communicate with HUD on grant matters. Applicants shall draw down funds using the
38 electronic Line of Credit Control System (e-LOCCS)
39
- 40 2. As applicable, the Grantee agrees to comply with the organizational audit requirements of OMB at 2
41 CFR Part 200 including audit requirements. The final audit report must cover the entire period of the
42 grant. The audit must be submitted to HUD no later than 30 days after the grant is closed, covering
43 the entire award period originally approved or amended. All other requirements of 2 CFR Part 200
44 shall apply. For grantees where an audit is required, a single audit or a program-specific audit is
45 acceptable. If a grantee chooses a single audit, the final audit report that includes this grant is due no
46 later than 30 days after the single audit is completed. *According to 2 CFR 200.501, grantees that*
47 *expend less than \$750,000 in federal awards are exempt from the audit requirement, but records must*
48 *be available for review or audit.*

1
2 3. The Grantee shall minimize the time elapsing between the transfer of funds from HUD and the
3 disbursement of funds. The HUD funds are to be made available based on actual need. The Grantee
4 must make a drawdown *only* for incurred costs. Drawdowns in excess of need may result in special
5 procedures for payments, or termination of the grant when there are persistent violations. Funds
6 requisitioned through LOCCS must be disbursed within three calendar days after receipt of funds
7 drawdown.
8

9 **SUB-ARTICLE C: METHOD OF PAYMENT [FUNDS DRAWDOWN]**

- 10
11 1. The Grantee may not draw down grant funds until all pre-conditions listed in the Notice of Award,
12 this Grant Agreement, the NOFA or in the award letter, are completed by the grantee and verified by
13 HUD.
14
15 2. Payments of grant funds shall be through electronic funds transfer using e-LOCCS. Initial drawdown
16 cannot be earlier than the start date of the grant term.
17
18 3. **E-LOCCS Program Edits.**
19
20 a. E-LOCCS will automatically perform a series of review edits (both generic and program
21 specific) of each payment request. Failure of one of the program edits will cause the payment
22 request to be referred to the HUD field office for review.
23
24 b. The HUD field office will complete the review. The request will remain in the system and
25 further drawdowns will not be allowed until that review is complete and the drawdowns
26 approved or rejected.
27
28 c. The Grantee shall immediately contact the HUD field office when there is a question
29 regarding the request or when the request has been referred to the HUD program office for
30 review. A request will be referred to the program office for review when:
31
32 i. There are requests for over 10% of total grant funds per calendar month;
33
34 ii. Failure to submit an annual HUD form SF-425 - *Financial Status Report*, as defined
35 by this agreement and 2 CFR part 200. E-LOCCS shall not accept a request for funds
36 if required reports from the Grantee are ten or more days overdue and will not accept
37 future requests until the HUD field office confirms receipt and approval of the reports
38 in e-LOCCS.
39
40 iii. If the Grantee repeatedly fails to submit required forms, e-LOCCS will be converted
41 to a system in which the HUD Field Office will manually review each drawdown
42 request prior to releasing funds to the Grantee.
43
44

45 **SUB-ARTICLE D: AUTHORIZED FUNDS BY BUDGET LINE ITEM NUMBER**

- 46
47 1. Please see Article II, Sub-Article A, Number 5 above.
48

- 1 2. The Grantee's budget consists of three Budget Line Items (*1868 and 1268 will begin as \$0 and will*
2 *only be changed upon approval of a request See Article II, Sub-Article A, Number 5 above*):

3
4 1168 – FSS Coordinator (salary & fringe)
5 1868 – Administrative Costs
6 1268– Training Costs

7
8 **SUB-ARTICLE E: REPORTING REQUIREMENTS**
9

10 The Grantee must evaluate its activities and submit a SF-425 to HUD. The SF-425 shall be submitted
11 to the Grantee's area ONAP/Public Housing Director in the recipient's local HUD field office
12 no later than January 30, 2019, unless granted an extension by HUD. The reporting period
13 will cover the 2018 Calendar Year (1/1/2018-12/31/2018). Grantees must also ensure that
14 reporting on Section 17 of the HUD-50058 is correct and up to date within the PIC system.
15

- 16 1. HUD shall determine the Grantee's progress based upon a review of HUD-50058 Section 17 data
17 submitted to PIC as well as compliance with financial and reporting requirements.
18
19 2. The HUD field office shall maintain official records on the Grantee's performance measures and its
20 progress reports. However, the Grantee must also maintain such records, including the SF-425, HUD
21 review, and/or evaluations.
22

23 **SUB-ARTICLE F: ADMINISTRATIVE REQUIREMENTS**
24

- 25 1. Grantees must comply with all current HUD program rules and regulations.
26
27 2. The Grantee shall maintain, and have access to, copies of documents relating to the award and
28 administration of this grant for at least three years after final closeout date of the grant for inspection
29 by HUD, the General Accounting Office, or their duly authorized representatives.
30
31 3. The accounting systems of the Grantee must ensure that HUD funds are not co-mingled with funds
32 from other Federal, State, Tribal, or local government agencies or other HUD program funds. Funds
33 specifically budgeted and/or received for one program may not be used to support or reimburse
34 another. Where the Grantee's accounting system cannot comply with this requirement, the Grantee
35 must establish a system to provide adequate fund accountability for each program for which it has
36 been awarded funds. The Grantee's selection of depository facility (such as a bank for example)
37 shall be compliant with Federal regulations and have insurance from the Federal Deposit Insurance
38 Corporation or the National Credit Union Share Insurance Fund to insure the established account.
39
40
41 4. The Grantee agrees to comply with the following requirements for which HUD has enforcement
42 responsibility:
43
44 a. Administrative requirements of 2 CFR Part 200. These include procurement
45 requirements, as applicable.
46

- 1 b. Grantees are required to comply with the Cost Principles set forth in 2 CFR Part 200,
2 Subpart E.
3
- 4 5. Equal Opportunity Requirements. Grant funds must be used in accordance with the following:
5
- 6 a. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)
7 (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued
8 at 24 CFR Part 1.
9
- 10 b. The prohibitions against discrimination on the basis of age under the Age Discrimination
11 Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146, and
12 the prohibitions against discrimination against handicapped individuals under section 504
13 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24
14 CFR Part 8.
15
- 16 c. The requirements of Executive Order 11246 (Equal Employment Opportunity) and the
17 implementing regulations issued at 41 CFR Chapter 60.
18
- 19 d. For grantees using their funds to support residents of conventional Public Housing (i.e.
20 not Housing Choice Vouchers), the requirements of Section 3 of the Housing and Urban
21 Development Act of 1968, (12 U.S.C. 1701u) State that (1) to the greatest extent feasible,
22 opportunities for training and employment arising in connection with the planning and
23 carrying out of any project assisted with grant funds be given to low-income persons
24 residing within the unit of general local government or the metropolitan area (or non-
25 metropolitan county) as determined by HUD, in which the project is located; and (2) to
26 the greatest extent feasible, contracts for work to be performed in connection with any
27 such project be awarded to business concerns, including but not limited to individuals or
28 firms doing business in the field of planning, consulting, design, architecture, building
29 construction, rehabilitation, maintenance, or repair, which are located in or owned in
30 substantial part by persons residing in the same metropolitan area (or non-metropolitan
31 county) as the project.
32
- 33 6. The regulations in 24 CFR 87, related to lobbying, including the requirement that the Grantee obtain
34 certifications and disclosures from all covered persons.
35
- 36 7. Drug-free Workplace Requirements (Grants) in 24 CFR 2424.
37
- 38 8. Restrictions on participation by ineligible, debarred or suspended persons or entities at 24 CFR Part
39 2424, Subparts A through J, which are applicable to contractors and subgrantees.
40
- 41 9. Other applicable regulations.
42
- 43 10. The Grantee's computer systems must operate in accordance with HUD's computer systems and
44 software to facilitate any and all electronic documents for conversion to HUD computer systems and
45 software. That is, when sending/transferring documents, e-mail, or CDs to HUD, the systems must be
46 compatible so that HUD receives an exact copy.
47

- 1 11. The Grantee's computer and information systems must be able to access HUD's website(s) so that
2 data can be inputted as may be required by the grant; information can be retrieved; and funding
3 through HUD's E-LOCCS system may be accessed.
4

5 **SUB-ARTICLE G: GRANT CLOSEOUT**
6

- 7 1. Code of Federal Regulations (CFR), 2 CFR Part 200 prescribes uniform closeout procedures for
8 Federal cooperative agreements/grant agreements.
9
- 10 2. It is the responsibility of the Grantee to comply in full with all closeout-reporting requirements and to
11 submit closeout reports in a timely manner.
12
- 13 3. The Grantee shall initiate project closeout within 30 days of the grant's termination date. At HUD's
14 option, the Grantee may delay initiation of project closeout until the resolution of any HUD
15 monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.
16
- 17 4. The Grantee recognizes that the closeout process may entail review by HUD to determine compliance
18 with the grant agreement. The Grantee shall cooperate with any and all reviews which may include
19 making available records requested for on-site HUD inspection.
20
- 21 5. Within 30 days after the end date of the grant or any approved extension (revised end-date), the
22 following documents must be submitted by the Grantee to the HUD field office:
23
- 24 a. A certification of project completion which is a statement signed by the grantee.
 - 25
 - 26 b. A certification of compliance with all requirements of the grant agreement which is a
27 statement signed by the grantee
28
 - 29 c. **Financial Report (SF-425) (see Sub-Article E)**. For FSS, the Grantee submits an SF-425
30 for the 12-month period of the grant. This submission also serves as the grant's final report
31 which is a cumulative summary of expenditures to date and must indicate the exact balance of
32 unexpended funds. (The report shall cover the grant start date to the end of grant). When the
33 final HUD form SF-425 is approved, the HUD field office will establish the amount due to
34 HUD or cancel (recapture) any unused grant funds as applicable.
35
- 36 6. When the HUD field office has determined to its satisfaction that the grant activities were completed
37 and all Federal requirements were satisfied, the HUD field office will execute a closeout amendment
38 to the Grant Agreement with the Grantee.
39
- 40 7. The Closeout Agreement or clause will include the Grantee's agreement to abide by any continuing
41 Federal requirements.
42
- 43 8. Failure to submit the required financial report or any required audit report; or to resolve program,
44 financial or audit issues, may result in a suspension or termination of any and/or all HUD grant
45 payments.
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SUB-ARTICLE H: DEFAULT

1. **Definition.** A default under this Agreement shall consist of *using grant funds for a purpose other than as authorized by this agreement*; any noncompliance with legislative, regulatory, or other requirements applicable to this Agreement; any other material breach of this Agreement; or any material misrepresentation in the application submissions.
2. **HUD Preliminary Determination of Default.** If HUD makes an initial determination that the Grantee is in default, HUD will give the Grantee written notice of this determination and of the corrective or remedial action the Grantee must take in order to avoid default. The Grantee shall have an opportunity to demonstrate, per HUD Handbook 2210.17, and on the basis of substantial facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate or unnecessary, before HUD implements the remedial action.
3. If HUD determines that there is an imminent probability that the Grantee will continue to expend grant funds contrary to this agreement unless HUD takes immediate action, HUD may, at the time of written default notification to the Grantee, order a remedial action appropriate to prevent such expenditure.
4. Corrective or remedial actions that HUD may order under this Agreement include, but shall not be limited to, the following:
 - a. Requiring the Grantee to prepare and follow a HUD approved schedule of actions and/or a plan for properly completing the activities approved under the grant;
 - b. Discontinuing drawdowns under e-LOCCS and prohibiting payment or reimbursement for any grant activities or, if more appropriate, for only those activities affected by the default; and
 - c. Requiring reimbursement by the Grantee to HUD for grant amounts used improperly.
5. **Grantee Failure to Remedy Default.** Where HUD determines that remedial actions required by HUD to be taken by the Grantee have not been undertaken as instructed, or will not be effective in correcting the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this Agreement:
 - a. Put a hold on draws from e-LOCCS pending HUD manual review and approval of every drawdown request and permit draws only on a reimbursement basis.
 - b. Suspend the Grantee's authority to make drawdowns for affected activities for no more than ninety (90) days pending action to cure the default and to prevent further default by the Grantee, or pending final remedial action by HUD.
 - c. Reduce the grant in the amount affected by the default;
 - d. Terminate the grant and initiate closeout procedures;

- 1
2 e. Take action against the Grantee under 24 CFR Part 24 with respect to future HUD or
3 Federal grant awards;
4
5 f. Require reimbursement by the Grantee to HUD for grant amounts used improperly; and
6
7 g. Take any other remedial action legally available.
8

9 **SUB-ARTICLE I: GRANT MODIFICATION OR TERMINATION**
10 **BY AGREEMENT BETWEEN HUD AND GRANTEE**

- 11
12 1. HUD and the Grantee may mutually agree to modify this agreement as to time, cost, or activity by
13 using the Notice of Award and/or grant agreement in whole or in part, at any time.
14
15 2. HUD or the Grantee, in accordance with 2 CFR Part 200 may terminate the agreement for
16 convenience, after 30 days advance written notice, if it is in the best interest of any of the parties. The
17 termination notice must specify the reason for the termination action and the proposed effective date.
18
19

20 **SUB-ARTICLE J: DISPUTES**

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22 During the performance of this grant, disagreements may arise between the Grantee and HUD on various
23 issues. In accordance with 2 CFR 200.341, if a dispute concerning a question of fact arises, after hearing
24 from the Grantee, the HUD Field Office Director shall prepare a final decision, taking into account all
25 facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal
26 any decision by letter to the local HUD Field Office Director, Public Housing Division/Office of Native
27 American Programs of the HUD office administering this Grant Agreement. The decision of the Field
28 Office Director shall be final.
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33 **ARTICLE III: GRANTEE PERFORMANCE**

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35 HUD will judge performance based upon whether the Grantee achieves the agreed upon activities within
36 grant time limits and within budget and whether the Grantee has produced tangible results through the
37 implementation of grant activities.
38

39 **ARTICLE IV: GRANTEE MISREPRESENTATION**

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