



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 144820

PAGE 1 OF 1

DATE: 3/11/2025

**SUBJECT: CONSIDERATION OF A GRANT AWARD FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE FISCAL YEAR 2024 FAMILY SELF-SUFFICIENCY COORDINATOR POSITIONS**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider a grant award in the amount of \$355,650.00 for the renewal of funding to the Housing Choice Voucher Family Self-Sufficiency (FSS) Coordinator positions.

**BACKGROUND**

The Family Self-Sufficiency (FSS) Program is a HUD initiative designed to assist Housing Choice Voucher (HCV) families to increase earned income, develop assets and purchase homes. A five (5) year FSS contract assists families in developing goals and eliminates barriers to self-sufficiency and freedom from government assistance.

FSS Coordinators in each local program build partnerships with employers and service providers in the community to help participants obtain jobs and services. These services may include childcare, transportation, basic adult education, job training, employment counseling, substance/alcohol abuse treatment, financial empowerment coaching, asset-building strategies, household skill training, homeownership counseling, and more.

During FY 2024, thirteen (13) families successfully completed and graduated from the FSS program and escrows have been released. Grant funds support a total of three (3) FTEs.

The Budget and Risk Management Department has reviewed the notice of grant award. The grant period is from January 1, 2025 to December 31, 2025.

The grant contract has been approved as to form by the Criminal District Attorney's Office.

**FISCAL IMPACT**

The grant award is for \$355,650.00. There is no match required for this grant and indirect costs are not allowed. The grant funds will be deposited into grant account Grant-2004/R0025-2025/5590500000.

SUBMITTED BY	Budget and Risk Management	PREPARED BY:	Rand Otten
		APPROVED BY:	Robert Cone

<b>1. DATE ISSUED</b> MM/DD/YYYY 02/28/2025		<b>1a. SUPERSEDES AWARD NOTICE dated</b> except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
<b>2. ASSISTANCE LISTING NUMBER</b> 14.896 - Family Self-Sufficiency Program			
<b>3. ASSISTANCE TYPE</b> Formula Grant			
<b>4. GRANT NO.</b> FSS25TX5979-01-00 Formerly		<b>5. TYPE OF AWARD</b> Other	
<b>4a. FAIN</b> FSS25TX5979		<b>5a. ACTION TYPE</b> New	
<b>6. PROJECT PERIOD</b> MM/DD/YYYY From 01/01/2025		<b>Through</b> MM/DD/YYYY 12/31/2025	
<b>7. BUDGET PERIOD</b> MM/DD/YYYY From 01/01/2025		<b>Through</b> MM/DD/YYYY 12/31/2025	
<b>8. TITLE OF PROJECT (OR PROGRAM)</b> Tarrant County Housing Assistance Office - HCVFSS			

**THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

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

**NOTICE OF AWARD**

**9a. GRANTEE NAME AND ADDRESS**  
TARRANT COUNTY  
1101 S Main St STE 2500  
Fort Worth, TX 76104-4802

**10a. GRANTEE AUTHORIZING OFFICIAL**  
Mr. Tim O'Hare  
100 E WEATHERFORD ST  
-DUP  
FORT WORTH, TX 76196-0206  
Phone: 8178841040

**9b. GRANTEE PROJECT DIRECTOR**  
Mr. Wayne E. Pollard Jr.  
2100 Circle Dr STE 200  
Tarrant County Housing Asst.  
Fort Worth, TX 76119-8130  
Phone: 817 524 7654

**10b. FEDERAL PROJECT OFFICER**  
Tremayne Youmans  
451 7th Street S.W.,  
Washington, DC 20410  
Phone: 8881112345

**ALL AMOUNTS ARE SHOWN IN USD**

<b>11. AWARD COMPUTATION FOR GRANT</b>			
a. Amount of HUD Financial Assistance	355,650.00		
b. Less Unobligated Balance From Prior Budget Periods	0.00		
c. Less Cumulative Prior Award(s) This Budget Period	0.00		
<b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</b>	<b>355,650.00</b>		
<b>12. Total Federal Funds Awarded to Date for Project Period</b>	<b>355,650.00</b>		
<b>13. RECOMMENDED FUTURE SUPPORT</b> (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a.		d.	
b.		e.	
c.		f.	

**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.

**REMARKS** (Other Terms and Conditions Attached -  Yes  No)

**GRANTS MANAGEMENT OFFICER:**  
Marianne Nazzaro  
451 7th Street S W  
Washington, DC 20410-0001  
Phone: 111-111-1111

**ISSUE DATE:**  
02/28/2025

**GRANTEE ACCEPTANCE:**

**ACCEPTANCE DATE:**

<b>15. OBJ CLASS</b> 4120	<b>16a. VENDOR CODE</b> 1756001170	<b>16b. EIN</b> 756001170	<b>17a. UEI</b> DBH1UNN8U5J3	<b>17b. DUNS</b> 068365220	<b>18. CONG. DIST.</b> 12
<b>FY-ACCOUNT NO.</b>	<b>DOCUMENT NO.</b>	<b>ADMINISTRATIVE CODE</b>	<b>AMT ACTION FIN ASST</b>	<b>APPROPRIATION</b>	
19. a. 5-PIH-FSS-GRANT	b. FSS25TX5979	c. FSS	d. \$355,650.00	e. 86 2427 0350	
20. a.	b.	c.	d.	e.	
21. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 02/28/2025
GRANT NO. FSS25TX5979-01-00	

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# AWARD ATTACHMENTS

TARRANT COUNTY

FSS25TX5979-01-00

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1. Fiscal Year 2024 Grant Agreement

# **FY24 FSS Agreement**

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1 **FISCAL YEAR 2024**

2  
3 **FAMILY SELF-SUFFICIENCY PROGRAM GRANT AGREEMENT**

4 **(TERMS & CONDITIONS)**

5 **(CFDA Number: 14.896)**

6 **(Attachment to *NOTICE OF AWARD*)**

7  
8 **FY2024 Family Self-Sufficiency**  
9 **GRANT AGREEMENT**

10  
11 This Grant Agreement (“Grant Agreement”) is made by and between the United States  
12 Department of Housing and Urban Development (“HUD”) and the Grantee. The Grantee  
13 received a FY2024 Family Self-Sufficiency (“FSS”) Grant from fiscal year 2024, for the  
14 operation of a Family Self-Sufficiency Program (“FSS Program”) that is the subject of this Grant  
15 Agreement and that is identified on the award obligation document (Notice of Award).

16 HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to  
17 the Grantee, in the total amount listed on the Notice of Award, for the activities described in  
18 the **Family Self-Sufficiency Grant Program General Funding Requirements and**  
19 **Procedures - [PIH 2024-32](#)** and **FY2024 Family Self-Sufficiency Grant Program Annual**  
20 **Funding Notification and Application Process - [PIH 2024-33](#)** and as defined in Articles II  
21 and III.

22 Grant funds will be available in HUD’s electronic Line of Credit Control System  
23 (eLOCCS) payment system to which the Grantee will be given access (with proper  
24 documentation) to draw down these funds.

25 The assistance that is the subject of this Grant Agreement is authorized by and required to  
26 be used in accordance with Section 23 of the United States Housing Act of 1937. Funding for  
27 this program is authorized by the Consolidated Appropriations Act, 2024 (Public Law 118-42,  
28 approved March 9, 2024). The requirements stated in the FY24 FFS General Funding and FY24  
29 Annual Funding Notices, Notice of Award are incorporated into the terms of this Grant  
30 Agreement. As such, HUD and the Grantee are hereby bound by those requirements, in addition  
31 to the

32 following terms and conditions of this Grant Agreement:

33  
34 **ARTICLE I: BASIC GRANT INFORMATION AND REQUIREMENTS**

35  
36 The FSS Program supports the Department’s strategic goal of increasing economic opportunity  
37 for HUD-assisted families. FSS provides grants to Public Housing Agencies (PHAs) and owners  
38 of HUD-assisted multifamily housing properties to support the salaries of FSS Program  
39 Coordinators who assist participating families receiving housing assistance through the Housing  
40 Choice Voucher (HCV), Project-Based Voucher (PBV), Public Housing (PH), and Project Based  
41 Rental Assistance (PBRA) programs. FSS Program Coordinators develop local strategies to

1 connect participating families to public and private resources to increase their earned income and  
2 financial empowerment, reduce or eliminate the need for welfare assistance, and make progress  
3 toward economic independence and self-sufficiency. "Self-sufficiency" is defined as an FSS  
4 family is no longer receiving Section 8, public housing assistance, or any Federal, State, or local  
5 rent, homeownership subsidies, or welfare assistance. Achievement of self-sufficiency, although  
6 an FSS program objective, is not a condition for receipt of the FSS escrow account funds. See 24  
7 CFR 984.103.

8  
9 The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant  
10 Agreement in accordance with the following requirements, as such requirements now exist or as  
11 they may hereafter be amended (hereafter collectively referred to as the "Family Self-Sufficiency  
12 Program Requirements"):

- 14 1. Award type: This is a cost-reimbursable, performance-based grant.
- 15 2. The Grantee's application including any special conditions, is incorporated into this  
16 agreement.
- 17 3. This agreement shall be effective immediately upon electronic signature of the Grantee in  
18 GrantSolutions.
- 19 4. Period of performance: The period of performance will be 12 months. *For FY2024 grants,*  
20 *this will be 1/1/2025 – 12/31/2025.*
- 21 5. This Grant Agreement will be governed by the following as they may from time to time be  
22 amended during the grant term: the applicable Consolidated Appropriations Acts, the United  
23 States Housing Act of 1937, as amended, **Family Self-Sufficiency Grant Program**  
24 **General Funding Requirements and Procedures - [PIH 2024-32](#)** and **FY2024 Family Self-**  
25 **Sufficiency Grant Program Annual Funding Notification and Application Process - [PIH](#)**  
26 **[2024-33](#)**, any applicable HUD regulations, Handbooks, and Notices, such as 24 CFR Part  
27 24, 24 CFR Part 984, 24 CFR Part 877 for PBRA Owners, 2 CFR Part 200, and any  
28 applicable OMB Regulations or Circulars..
- 29 6. In executing this agreement, the Grantee agrees to abide by the provisions contained within  
30 all applicable Federal statutes and regulations, Executive Orders, OMB Circulars, and any  
31 assurances and certifications in the final HUD-approved application (the original approved  
32 application may have required amendments by the field/applicant), as applicable and as may  
33 be amended during the grant term. In particular, the Grantee agrees to comply with the  
34 United States Housing Act of 1937 as amended, **Family Self-Sufficiency Grant Program**  
35 **General Funding Requirements and Procedures - [PIH 2024-32](#)** and **FY2024 Family Self-**  
36 **Sufficiency Grant Program Annual Funding Notification and Application Process - [PIH](#)**  
37 **[2024-33](#)**, 24 CFR part 984, and 2 CFR part 200.

38  
39 **ARTICLE II: HUD REQUIREMENTS**  
40



1 performing FSS program functions (in accordance with the any applicable statutory or  
2 regulatory requirements, and guidance, as well as 2 CFR Part 200).

3 1. Training Stipend. FSS applicants may include a training allowance in your  
4 calculation of salary and fringe benefits. This may include associated travel costs  
5 for out-of-area trainings and membership in professional organizations.

6 2. Job Sharing. The funds awarded per eligible FSS coordinator position may  
7 support multiple staff through job sharing. However, the number of hours billed to  
8 the grant for each funded position may be no more than the “Full-Time  
9 Equivalent.” This is typically 40 hours, unless defined differently for all employees  
10 at your organization.

11 B. Ineligible Expenses. FSS funds may not be used for the following purposes (in  
12 accordance with the FSS statute, rules, and guidance, as well as 2 CFR Part 200):

13 1. Administrative Expenses

14 2. Direct Services for FSS program participants

15 3. The Resident Opportunities and Self-Sufficiency (ROSS), Jobs Plus, or other  
16 Supportive Services Program

17 4. Routine Public Housing, Project-based Rental Assistance, or Housing Choice  
18 Voucher program functions (unless approved as below)

19 5. Homeownership functions performed for families not enrolled in the FSS  
20 program

21 6. A contract administrator, an overall grant administrator, or a financial  
22 management agent that oversees the implementation or financial aspects of the  
23 grant

24 7. Indirect costs, including an Indirect Cost Rate

25  
26 **6. HCV, PH or PBRA Program Functions: Per Family Self-Sufficiency Grant Program**  
27 **General Funding Requirements and Procedures - [PIH 2024-32](#)** Section IV, , should FSS  
28 Program Coordinators undertake standard housing operation duties—for instance, rental  
29 calculations and reexaminations—HUD's prior written approval is mandatory. In such approval  
30 requests, grantees must demonstrate that these duties are limited to FSS participants,  
31 advantageous to the FSS program, not excessively time-consuming, and that they do not impede  
32 the program's execution. **Per FY2024 Family Self-Sufficiency Grant Program Annual**  
33 **Funding Notification and Application Process - [PIH 2024-33](#)** Section III, B, Programs may  
34 seek HUD approval to perform these functions only if all of the following conditions are met:  
35 i. They are only performing these functions for FSS participants  
36 ii. Performing these functions enhances the effectiveness of the FSS program  
37 iii. They are able to fully fulfill their primary roles as FSS coordinators  
38 iv. FSS coordinators are not being used to fill in or replace traditional staff In order for  
39 these activities to be eligible, **Grantees requesting to have the FSS coordinator perform**  
40 **HCV/PH/PBRA program functions must submit, to their local HUD Field Office (for PIH) or**  
41 **Grant Specialist (for PBRA), a narrative justification, explaining the routine HCV, PH,**  
42 **and/or PBRA program function(s) performed by the FSS Program Coordinator, how it will**

1 *enhance the effectiveness of the FSS program, and why it does not impede the ability of the*  
2 *FSS Program Coordinator(s) to effectively perform FSS functions. The Grantee must also*  
3 *certify that the function(s) is not performed for non-FSS families. Once the Grantee has*  
4 *received approval from its local HUD Field Office/Grant Specialist to complete these activities*  
5 *and has certified they will not perform them for non-FSS families, they are not required to*  
6 *submit this justification on an annual basis, i.e. Grantees only need this approval one time.*  
7  
8

9 7. Grantees must adhere to the FSS Program Administration provisions in **Family Self-**  
10 **Sufficiency Grant Program General Funding Requirements and Procedures - [PIH 2024-32](#)**  
11 **and FY2024 Family Self-Sufficiency Grant Program Annual Funding Notification and**  
12 **Application Process - [PIH 2024-33](#)**, and any applicable statutory or regulatory requirements,  
13 which may include HUD Handbooks, and notices.

- 14 a. Grantees are not required to obtain approval for training/travel activities that are  
15 part of training stipends under fringe benefits.
- 16 b. Grantees may sub-contract the work of the FSS Program Coordinator. Grantees  
17 must have an FSS Action Plan approved by their local field office before  
18 enrolling any FSS participants. All existing FSS programs were required to have  
19 an FSS Action Plan updated to reflect the Final Rule approved by HUD by no  
20 later than November 16, 2022 or within the first year of their program. All FY24  
21 grantees are renewals and should have already met this requirement.
- 22 c. ***Mandatory FSS Training.*** HUD has posted the updated [Online Mandatory](#)  
23 [Training](#) on the FSS program to reflect changes in the Final Rule. The training  
24 will provide guidance on how to develop and administer a successful FSS  
25 program. Each grantee is *\*required\** to have at least one person complete the  
26 updated FSS online training. Access to funds will be suspended until the grantee  
27 is in compliance. HUD encourages every FSS Coordinator and  
28 supervisor/administrator to take the training.
- 29 d. **Family Self-Sufficiency Guidebook and Online Training:** HUD strongly  
30 encourages Grantees' executive directors, service coordinators, and resident  
31 services leadership to review the updated [Administering an Effective Family Self-](#)  
32 [Sufficiency Program: A Guidebook Based on Evidence and Promising Practices](#)  
33 (published January 2023). This guidebook provides FSS Coordinators, PHAs,  
34 owners, and HUD staff with guidance on how to develop and administer a  
35 successful and effective FSS program.

36  
37  
38 6. All grantees must serve the minimum number of participants required by the funding notices,  
39 and any applicable statutory or regulatory requirements, which may include HUD  
40 Handbooks, and other notices.

41 7. Grantees must request prior approvals from HUD consistent with 2 CFR 200.308, and any  
42 applicable FSS programmatic requirements. In addition, should any of the following

1 conditions arise, Grantees are required to submit in writing any changes to the previously  
2 approved grant to the local HUD field office:

- 3 a. Any change in the scope, objective, or conditions of the program.
  - 4 b. Changes in any subcontracting, or otherwise obtaining the services of a third party  
5 to perform activities that are central to the purposes.
  - 6 c. Other changes that may adversely affect the program.
- 7
- 8
- 9 8. Any changes requested by the Grantee must be in writing (emails are acceptable). HUD will  
10 approve/reject requested changes as appropriate. Generally, HUD will approve such requests  
11 within **30 calendar days** of submission. Approved changes will be reflected by an  
12 amendment to the Notice of Award and any other documentation as directed by HUD.  
13 Amendments will become effective when the Grantee has electronically signed the amending  
14 documents.

#### 15

#### 16

#### 17 **SUB-ARTICLE B: FINANCIAL RESPONSIBILITIES**

#### 18

- 19 1. Prior to initial drawdown of funds, all Grantees must have secured online access to the  
20 Internet as a means to communicate with HUD on grant matters. Applicants shall draw down  
21 funds using the electronic Line of Credit Control System (eLOCCS).
- 22 2. Grantees should draw down as often as costs are incurred or as often as logistically possible  
23 for the grantee agency. Grantees may only draw on actual costs incurred, not estimated or  
24 future anticipated costs.
- 25 3. Funds requisitioned through eLOCCS must be disbursed within **three calendar days after**  
26 **receipt of funds drawdown**. *The Grantee must make a drawdown only for incurred costs.*  
27 *This means no estimated draws or draws for future expenses.* Drawdowns in excess of an  
28 eligible HUD-approved expense may result in special procedures for payments, or  
29 termination of the grant when there are persistent violations.
- 30 4. The Grantee agrees to comply with the organizational audit requirements of OMB at 2 CFR  
31 Part 200.. The final audit report must cover the entire period of the grant. The Grantee must  
32 submit the audit to HUD no later than **120 calendar days** after the grant is closed, covering  
33 the entire award period originally approved or amended. All other requirements of 2 CFR  
34 Part 200 shall apply. For Grantees where an audit is required, a single audit or a program-  
35 specific audit is acceptable. If a Grantee chooses a single audit, the final audit report that  
36 includes this grant is due no later than **30 calendar days** after the single audit is completed.  
37 *According to 2 CFR 200.501, Grantees that expend less than \$750,000 in federal awards are*  
38 *exempt from the audit requirement, but records must be available for review or audit.*  
39 eLOCCS
- 40 5. **Requests for Extension of Period of Performance and Unexpended Funds.** If a Grantee  
41 requires an extension, a written extension request for good cause must be submitted to the  
42 field office for review and approval. The extension request must include: (1) a narrative

1 explaining the circumstances for the extension is needed; (2) the requested extension  
2 period; and (3) the Grantee’s plan on fulfilling the grant agreement within the proposed  
3 extension period.

4 Future funding may be offset by amounts remaining in the current grant, as described in the  
5 FSS Funding Notice. In this case, extensions would be granted if. Extensions may also be  
6 granted if following-year funding is not applied for/awarded and grantees have funds  
7 remaining and are continuing their program. These determinations will be made as part of  
8 the funding process.  
9

### 10 11 12 **SUB-ARTICLE C: METHOD OF PAYMENT [FUNDS DRAWDOWN]** 13

- 14 1. The Grantee may not draw down grant funds until all pre-conditions are completed by the  
15 Grantee and verified by HUD.
  - 16 a. Grantees must have an FSS Action Plan approved by their local field office before  
17 enrolling any FSS participants. All existing FSS programs were required to have an  
18 FSS Action Plan updated to reflect the Final Rule approved by HUD by no later than  
19 November 16, 2022 or within the first year of their program. All FY24 grantees are  
20 renewals and should have already met this requirement.
  - 21 b. **Mandatory FSS Training**. *HUD has posted the updated [Online Mandatory Training](#)*  
22 *on the FSS program to reflect changes in the Final Rule. The training will provide*  
23 *guidance on how to develop and administer a successful FSS program. Each grantee*  
24 *is \*required\* to have at least one person complete the updated FSS online training.*  
25 *Access to funds will be suspended until the grantee is in compliance. HUD*  
26 *encourages every FSS Coordinator and supervisor/administrator to take the training.*
  - 27 c.
- 28 2. Payments of grant funds shall be through electronic funds transfer using eLOCCS (Line of  
29 Credit Control System). Initial drawdown cannot be earlier than the start date of the grant  
30 term. All FY24 grantees are renewals so should already have access to eLOCCS,  
31 **The basic procedure to establish access to eLOCCS is as follows:**
  - 32 a. To establish access to eLOCCS, the Grantee must adhere to [LOCCS Guidelines](#) and  
33 the requirements below; and complete and submit the following forms:
    - 34 i. (for eLOCCS).
    - 35 ii. [SF-1199A Direct Deposit Sign-Up Form](#) with sample **voided** check. NOTE:  
36 The depositor account on the SF-1199A may be the same receiving account as  
37 other HUD programs.
    - 38 iii. These forms should be sent to the Grantee’s local HUD field office for  
39 processing. Field office will provide the grant number. **The program area**  
40 **ID for PHA grantees is ROSS. For Multifamily grantees, is SSMF.**

- 1 b. To gain access to HUD Secure Systems in order to use eLOCCS, the Grantee must  
2 follow the instructions as outlined in the [eLOCCS Registration Guide](#).
- 3 c. The approving official who completes block 6 of HUD form 27054E is required to  
4 register as the **coordinator** in Secure Systems and the user who completes blocks 1-5  
5 of HUD form 27054E is required to register as the **user** in Secure Systems.
- 6 3. After HUD processes the above documents, the Grantee will receive the following:
- 7 a. The coordinator will receive the user identification number for the individual  
8 who will be authorized to draw down the funds from eLOCCS.
- 9 b. The Approving Official (who could also be the coordinator) will receive a  
10 recertification email every six months to provide continual approval for the individual  
11 who will complete the drawdowns. This email is scheduled based on the geographical  
12 location of the Grantee and will contain recertification instructions.
- 13 c. Grantees are required to maintain the integrity and Security of eLOCCS. Under no  
14 circumstances may Grantees share User-IDs. If HUD finds out that Grantees are  
15 sharing User-IDs, then HUD will terminate the Grantee's access to eLOCCS and  
16 not reinstate it.
- 17 4. Once the Grantee's staff person who is responsible for completing drawdowns and their  
18 approving official has made role assignments in eLOCCS, the Grantee is technically  
19 equipped to request drawdowns. Please review the [eLOCCS Getting Started Guide](#).
- 20 5. If at any time, the user (person who completes blocks 1-5 of HUD form 27054E) vacates  
21 their position within the organization, the Approving Official must complete HUD form  
22 27054E to terminate the user's access and forward that form to their local HUD field office.  
23 The form should not contain the Social Security number of the employee who has left the  
24 organization as that is a security violation since the user is no longer available to sign the  
25 eLOCCS form. The Grantee must designate a new user, by completing another HUD form  
26 27054E. Similarly, if the Approving Official (person who completed block 6 of HUD form  
27 27054E) leaves or changes their position, the new Approving Official must execute the  
28 Change of Approving Official Letter.6. If you are suspended from eLOCCS due to 90 days  
29 of inactivity, the next time you access eLOCCS:
- 30 • You will be prompted to answer 1 of your 3 personal security questions  
31 previously entered in eLOCCS.
- 32 • If you are unable to answer any of the 3 questions, you will be instructed to call OCFO  
33 Security and provide your previously entered personal 5-digit eLOCCS PIN.
- 34 • If you are unable to correctly provide your 5-digit PIN;
- 35 ○ Regular users will have their eLOCCS access terminated and must submit  
36 another 27054E eLOCCS security form to be reinstated.
- 37 ○ Approving Officials will be required to fax a form letter to OCFO  
38 Security requesting reinstatement.
- 39 7. **eLOCCS Program Edits.**
- 40 a. The eLOCCS application will automatically perform a series of review edits (both  
41 generic and program specific) of each payment request. Failure of one of the

1 program edits will cause the payment request to be referred to the HUD field  
2 office/Grant Specialist for review.

- 3 b. The HUD field office/Grant Specialist will complete the review. The request will  
4 remain in the system and further drawdowns will not be allowed until that review  
5 is complete and the drawdowns approved or rejected.
- 6 c. Some HUD field offices may place all Grantees on manual review (in  
7 accordance with sub-article H). This means that all requests for reimbursement  
8 will be reviewed by eLOCCS (see sub-paragraph a above) as well as the HUD  
9 field office staff with oversight responsibility prior to approving a drawdown  
10 request.
- 11 d. The Grantee shall immediately contact the HUD field office when there is a  
12 question regarding the request or when the request has been referred to the HUD  
13 program office for review. A request will be referred to the program office for  
14 review when:
- 15 i. There are requests for over 10% of total grant funds per calendar month.
  - 16 ii. The Grantee attempts to draw over 100% of the grant
  - 17 iii. Failure to submit an annual HUD form SF-425 - *Financial Status Report*,  
18 or any other relevant documents as defined by this agreement and 2 CFR  
19 part 200. The eLOCCS application shall not accept a request for funds if  
20 required reports from the Grantee are ten or more days overdue and will  
21 not accept future requests until the HUD field office confirms receipt and  
22 approval of the reports.
- 23 e. If the Grantee repeatedly fails to submit required forms, eLOCCS will be  
24 converted to a system in which the HUD Field Office will **manually** review each  
25 drawdown request prior to releasing funds to the Grantee.

#### 26 27 **SUB-ARTICLE D: AUTHORIZED FUNDS BY BUDGET LINE ITEM (BLI) NUMBER**

- 28
- 29 1. Please see Article II, Sub-Article A, Numbers 4 and 5 above.
  - 30 2. The Grantee's budget consists of one Budget Line Item:
    - 31 a. 1168 – FSS Coordinator (salary & fringe)
- 32 Note: ALL costs are recorded on this one BLI – salary and fringe, including any use of a  
33 training stipend.

#### 34 35 **SUB-ARTICLE E: REPORTING REQUIREMENTS (24 CFR § 984.401)**

- 36
- 37 1. Grantees must submit a [SF-425](#) to your local HUD field office (or Grant Specialist for  
38 PBRA properties) no later than **120 calendar days** after the end of the performance  
39 period. The reporting period will cover the performance period of the grant (see Article  
40 I, Number 4 above).
  - 41 2. PHA Grantees must also ensure that reporting on Section 17 of the HUD-50058 (Section  
42 23 of HUD-50058-MTW for Moving to Work PHAs and Section 23 of HUD-50058-

1 MTW-Expansion once that form is implemented) is correct and up to date within the  
2 IMS/PIC system, and any future iterations as required by PIH.

- 3 3. PBRA grantees must report annually as required using the Multifamily FSS Reporting  
4 Tool and must respond to the standard annual report.
- 5 4. If the total Federal share of any Federal award, including the award under this grant  
6 agreement, includes more than \$500,000 over the period of performance, you may be  
7 subject to post award reporting requirements reflected in Appendix XII to Part 200-Award  
8 Term and Condition for Recipient Integrity and Performance Matters. See Appendix I to  
9 Part 200, Title 2; see also Appendix XII to Part 200, Title 2.
- 10
- 11 5. Progress Determination. HUD shall determine the Grantee's progress based upon a  
12 review of HUD-50058 Section 17 (and HUD-50058-MTW and HUD-50058-MTW-  
13 Expansion Section 23) data submitted to PIC (for PH and HCV programs) and  
14 Multifamily FSS annual reporting (for PBRA programs) as well as compliance with  
15 financial and reporting requirements.
- 16 6. Annual Report. All Grantees will be required to submit a response to the annual report  
17 survey containing non-participant-specific questions, as approved in the FSS Information  
18 Collection PRA. A [sample](#) is available on the [FSS Resources Page](#). The request will be  
19 sent electronically and a deadline will be set at that time.
- 20 7. Record Management. The HUD field office shall maintain official records on Grantees'  
21 performance measures and progress reports. However, Grantees must also maintain such  
22 records..
- 23 8. Documentation. Grantees shall maintain documentation in participant files (paper or  
24 electronic) that corroborate the achievement of each interim and final goal in the Contract  
25 of Participation such that an outside auditor could verify the fulfillment of the Contract of  
26 Participation. This could include certificates of completion, test scores, pay stubs,  
27 receipts, or other third-party verification as available or personal certifications if third-  
28 party verification is not available. The FSS Action Plan requires a policy on  
29 documentation.
- 30 9. Additional Information Requests. Grantees shall comply with all other reporting  
31 requirements from time to time established by HUD, in its sole discretion, in connection  
32 with FSS. Grantees also agree to:
  - 33 a. fully cooperate with all information gathering requests made by HUD or  
34 contractors of HUD in the course of authorized evaluations of FSS; and
  - 35 b. if requested, submit any post-closeout reports, in the forms prescribed by HUD,  
36 for up to three years from the date of the submission of the annual financial  
37 report, per 2 CFR 200.333 "Retention requirements for records."
- 38 10. HUD has the authority and total discretion to request the Grantee to report information or  
39 produce documents to HUD related to or involving the administration of the grant at any  
40 time and without need to establish cause. Failure to comply with such a request may  
41 serve as a basis for default and grant termination.

1  
2                   **SUB-ARTICLE F: ADMINISTRATIVE REQUIREMENTS**  
3

- 4 1. Grantees must comply with all HUD statutory and regulatory program requirements, as they  
5 may be amended within the grant term.
- 6 2. Grantees shall maintain, and have access to, copies of documents relating to the award and  
7 administration of this grant for at least three years after final closeout date of the grant for  
8 inspection by HUD, the Government Accountability Office, or their duly authorized  
9 representatives.
- 10 3. Grantees' accounting systems must ensure that HUD funds are not co-mingled with funds  
11 from other Federal, State, or local government agencies or other HUD program funds. Funds  
12 specifically budgeted and/or received for one program may not be used to support or  
13 reimburse another. Where your accounting system cannot comply with this requirement, you  
14 must establish a system to provide adequate fund accountability for each program for which  
15 you have been awarded funds. Your selection of depository facility (such as a bank for  
16 example) shall be compliant with Federal regulations and have insurance from the Federal  
17 Deposit Insurance Corporation or the National Credit Union Share Insurance Fund to insure  
18 the established account.
- 19 4. Grantees agree to comply with the following requirements for which HUD has enforcement  
20 responsibility 2 CFR part 200, including procurement requirements and cost principles set  
21 forth in 2 CFR part 200, subpart E.
- 22 5. Equal Opportunity Requirements. Grant funds must be used in accordance with the  
23 following:
- 24       a. The requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)  
25       (Nondiscrimination in Federally Assisted Programs) and implementing  
26       regulations issued at 24 CFR Part 1.
- 27       b. The Fair Housing and Civil Rights Laws, which encompass the Fair Housing Act and  
28       related authorities (cf. 24 CFR 5.105(a)).
- 29       c. The prohibitions against discrimination on the basis of age under the Age  
30       Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at  
31       24 CFR Part 146, and the prohibitions against discrimination against handicapped  
32       individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)  
33       and implementing regulations at 24 CFR Part 8.
- 34       d. The requirements of Executive Order 11246 (Equal Employment Opportunity)  
35       and the implementing regulations issued at 41 CFR Chapter 60.
- 36 6. The regulations in 24 CFR 87, related to lobbying, including the requirement that the Grantee  
37 obtain certifications and disclosures from all covered persons.
- 38 7. Drug-free Workplace Requirements (Grants) in Drug-Free Workplace Act of 1988 ([41 U.S.C.](#)  
39 [701 et seq.](#), as amended, and implementing regulations at 2 CFR 2429.
- 40 8. Restrictions on participation by ineligible, debarred or suspended persons or entities at 2 CFR  
41 Part 2424, Subparts A through J, which are applicable to contractors and sub-grantees.  
42

1 *Other applicable regulations.*

- 2
- 3 9. Grantees' computer systems must operate in accordance with HUD's computer systems and  
4 software to facilitate any and all electronic documents for conversion to HUD computer  
5 systems and software. That is, when sending/transferring documents, or e-mail to HUD, the  
6 systems must be compatible so that we receive an exact copy.
- 7 10. Grantees' computer and information systems must be able to access HUD's website(s) so  
8 that data can be inputted as may be required by the grant; information can be retrieved; and  
9 funding through HUD's eLOCCS system may be accessed.

10

11 **SUB-ARTICLE G: GRANT CLOSEOUT (24 CFR § 200.344)**

12

- 13 1. Closeout prescribes uniform closeout procedures for recipients of Federal grants. It is the  
14 Grantee's responsibility to comply in full with all closeout reporting requirements and to  
15 submit closeout reports in a timely manner.
- 16 2. The Grantee should initiate project closeout within **30 calendar days** of the grant's  
17 termination date.
- 18 3. The Grantee recognizes that the closeout process may entail review by HUD to determine  
19 compliance with the Grant Agreement. The Grantee shall cooperate with any and all reviews  
20 which may include making available records requested for on-site HUD inspection.
- 21 4. Within **120 calendar days** after the Period of Performance End Date the grant or any  
22 approved extension (revised end-date), you must submit the following documents to the  
23 HUD field office:
- 24 a. A Certification of Project Completion, which is a statement written and signed by you
- 25 b. A Certification of Compliance with all requirements of the Grant Agreement, which  
26 is a statement written and signed by you
- 27 c. **Financial Report (SF-425) (see Sub-Article E)**. Grantees must submit an SF-425  
28 for the 12-month period of the grant. This submission also serves as the Grantee's  
29 final report which is a cumulative summary of expenditures to date and must indicate  
30 the exact balance of unexpended funds. (The report shall cover the grant start date to  
31 the end of grant period of performance).
- 32 5. The HUD local field office will review Preliminary Close-Out Materials to confirm that:
- 33 a. The amounts on the final FSS Budget and SF-425 agree as to funds approved,  
34 obligated, and expended.
- 35 b. The amount of funds approved and disbursed on the SF-425 agrees with HUD records  
36 in eLOCCS.
- 37 c. If HUD disbursed more funds than the Grantee expended, the Grantee will  
38 immediately remit to HUD the excess funds, without waiting for completion of the  
39 final audit.
- 40 6. When the final HUD form SF-425 is approved, the HUD field office will establish the  
41 amount due to HUD or recapture any unused grant funds as applicable.

- 1 7. When the HUD field office has determined to its satisfaction that the grant activities were  
2 completed and all Federal requirements were satisfied, the HUD field office will execute a  
3 closeout amendment to the Grant Agreement with the Grantee.
- 4 8. The Closeout Agreement or clause will include the Grantee's agreement to abide by any  
5 continuing Federal requirements.
- 6 9. Failure to submit the required financial report or any required audit report; or to resolve  
7 program, financial or audit issues, may result in a suspension or termination of any and/or all  
8 HUD grant payments.
  - 9 a. If the Grantee does not submit all reports within one year of the period of  
10 performance end date, HUD must report the Grantee's material failure to comply with  
11 the terms and conditions of the award with the OMB-designated integrity and  
12 performance system (currently FAPIIS). HUD may also pursue other enforcement  
13 actions per [§ 200.339](#).

## 14 **SUB-ARTICLE H: DEFAULT**

### 15 **Unsatisfactory Performance/Default**

- 16
- 17
- 18
- 19 1. **Default.** A default under this Agreement shall consist of any failure to comply with Federal  
20 statutes, regulations, or the terms and conditions of the FSS grant, any failure to comply with  
21 the FSS Funding Notice(s), or any material misrepresentation in the application submissions.  
22 If HUD determines that the Grantee has defaulted under this Agreement, HUD may take any  
23 remedial action legally available, including remedial actions outlined in 2 CFR part 200.  
24 Actions that may constitute a default under this Agreement include, but are not limited to:
  - 25 a. use of funds provided under this Grant Agreement for any purpose, in any manner or at  
26 any time, other than as authorized by this Grant Agreement;
  - 27 b. failure to comply with the FSS Program Requirements or any other Federal, State, or  
28 local laws, regulations, or requirements applicable in operating the FSS Program;
  - 29 c. failure to make any submission under Article II, perform any obligation, or otherwise  
30 fail to proceed in a manner consistent with the Funding Notice application;
  - 31 d. any material misrepresentation in any of the required submissions, including, without  
32 limit, any misrepresentations in any of the submissions required by Article II); or
  - 33 e. failure to comply with, or any material breach of, any other requirements, conditions,  
34 or terms of this Grant Agreement.
- 35 2. **Additional Conditions.** If a Grantee defaults under this Agreement, HUD may impose  
36 additional conditions, as described in 2 CFR 200.208. Additional conditions will be  
37 imposed in compliance with 2 CFR 200.208(c). Additional conditions HUD may impose  
38 may include, but are not limited to:
  - 39 a. Requiring additional, more detailed financial reports;
  - 40 b. Requiring additional grant monitoring;
  - 41 c. Requiring the Grantee to obtain technical or management assistance;
  - 42 d. Establishing additional prior approvals;

- 1 e. Requiring the Grantee to follow a HUD-approved detailed schedule of grant  
2 activities;
- 3 f. Requiring HUD manual review and approval of every drawdown request.
- 4 3. **Other Remedies.** If HUD determines that a default cannot be remedied by imposing  
5 additional conditions, HUD may, pursuant to 2 CFR 200.339, take one or more of the  
6 following actions, as a proportional response:
- 7 g. Temporarily withhold cash payments pending correction of the deficiency by the  
8 Grantee or more severe enforcement action by HUD.
- 9 h. Disallow all or part of the cost of the activity or action not in compliance.
- 10 i. Wholly or partly suspend or terminate the grant.
- 11 j. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180  
12 and HUD regulations.
- 13 k. Withhold further grant awards for the program.
- 14 l. Reduce the FSS Program Grant in the amount affected by the default.
- 15 m. Recapture any FSS Program Grant funds not obligated by the Grantee.
- 16 n. Take action against the Grantee under 2 CFR part 2424 and Executive Order 12549  
17 with respect to future HUD or Federal grant awards.
- 18 o. Take other remedies that may be legally available, including requiring  
19 reimbursement by the Grantee for grant amounts used improperly.
- 20 4. **Notice of Termination and Opportunity to Object.** If the Grantee materially defaults  
21 under this Agreement, HUD may terminate the grant. Any findings regarding a Grantee's  
22 failure to abide by the terms of this grant that would support a termination of funding shall  
23 be exclusively within HUD's discretion. Additionally, pursuant to 2 CFR 200.340(a)(2),  
24 this grant may be terminated in whole or in part by HUD, to the greatest extent authorized  
25 by law, if an award no longer effectuates the program goals or agency priorities. If HUD  
26 pursues termination of the grant, HUD will follow the termination process established in 2  
27 CFR part 200, including providing notice of termination pursuant to 2 CFR 200.341.  
28 Pursuant to 2 CFR 200.342, HUD will also provide the Grantee an opportunity to object  
29 and provide information and documentation challenging a termination.
- 30 5. **Delinquent Federal Debts.** Consistent with the purposes and intent of 31 U.S.C. 3720B  
31 and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a  
32 negotiated repayment schedule which is not delinquent or have made other arrangements  
33 satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90  
34 days of notification of selection, HUD will not make an award of funds to the Grantee but  
35 offer the award to the next eligible Grantee. Applicants selected for funding, or awarded  
36 funds, must report to HUD changes in status of current agreements covering federal debt. If  
37 a previously agreed-upon payment schedule has not been adhered to or a new agreement  
38 with the federal agency to which the debt is owed has not been signed, the Grantee will be  
39 considered to be in default under this Agreement.
- 40

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

- 1  
2 1. HUD and the Grantee may mutually agree to modify this agreement as to time, cost, or  
3 activity by using the Notice of Award and/or Grant Agreement in whole or in part, at any  
4 time.  
5 2. Pursuant to 2 CFR 200.340(a)(3), HUD and the Grantee may mutually agree to terminate the  
6 agreement, including for convenience; if HUD and the Grantee agree to terminate the  
7 Agreement, the two parties must agree upon the termination conditions, including the  
8 effective date and, in the case of partial termination, the portion to be terminated. Pursuant to  
9 2 CFR 200.340(a)(4), the Grantee may terminate the Agreement upon sending to HUD  
10 written notification setting forth the reasons for such termination, the effective date, and, in  
11 the case of partial termination, the portion to be terminated. If either HUD or the Grantee  
12 seeks to terminate this agreement, it must provide at least 30 days' advance written notice to  
13 the other party.  
14

#### 15 **SUB-ARTICLE J: DISPUTES**

16

17 Disputes between the Grantee and HUD shall, to the maximum extent possible, be  
18 resolved by mutual agreement between the Grantee and the Public Housing Director in the Field  
19 Office for PH and HCV programs, or the Asset Management Division Director for PBRA  
20 programs (Grant Officer). If agreement cannot be reached, the Grantee can submit, in writing, a  
21 disputed issue to the Grant Officer. The Grant Officer will consider the disputed issue and  
22 prepare a written decision. The Grantee may appeal the Grant Officer's decision within 30 days  
23 after receipt of notification. Appeals will be reviewed by the Director of Community and  
24 Supportive Services, Office of Public Housing Investments, 451 7<sup>th</sup> Street, SW, Room 4130,  
25 Washington, D.C. 20410. The decision of the Director of Community and Supportive Services  
26 shall be final. However, the Grantee does not waive any legal remedy by agreeing to this  
27 provision.  
28

#### 29 **SUBARTICLE K: MONEY DAMAGES**

30

31 This Grant Agreement does not contemplate money damages for breach of the agreement  
32 by HUD. However, the Grantee may be required to reimburse HUD for any funds determined to  
33 be misused under the Funding Notice(s), any applicable HUD regulations, Handbooks, and  
34 Notices. The Grantee is entitled to any relief against HUD for breach of the agreement that is  
35 provided by the Administrative Procedure Act.  
36  
37

#### 38 **ARTICLE III: GRANTEE PERFORMANCE**

39

1 HUD will judge performance based upon whether the Grantee achieves the agreed upon  
2 activities within grant time limits and within budget and whether the Grantee has produced  
3 tangible results through the implementation of grant activities.  
4  
5

6 **Public Housing Information Center (PIC) or Housing Information Portal (HIP).**

- 7 • All PHA FSS programs must report activities of their FSS enrollment, progress, and exit  
8 activities of their FSS program participants through required submissions of the form  
9 HUD-50058 at least annually. HUD's assessment of the accomplishments of the FSS  
10 programs of PHAs funded under this NOFO will be based primarily on PIC/HIP system  
11 data obtained from forms HUD-50058, HUD-50058-MTW, and HUD-50058-MTW-  
12 Expansion.
- 13 • All PBRA programs must report at least annually via the Multifamily FSS Reporting  
14 Tool.
- 15 • HUD requires submission of racial and ethnic data and form (HUD-27061-H) that is  
16 often used for that purpose. PBRA properties with FSS programs must submit form  
17 HUD-27061-H to their Grant Specialist. For PH and HCV programs, the HUD-50058,  
18 HUD-50058-MTW, and HUD-50058-MTW-Expansion forms, which provide racial and  
19 ethnic data to HUD's PIC/HIP data system, are comparable program forms that must be  
20 submitted annually instead of the HUD-27061-H by PHAs for reporting racial and ethnic  
21 data for FSS program participants. See [Notice PIH 2016-08](#), and any subsequent  
22 amendments to the notice, for information on FSS reporting requirements in PIC. A  
23 series of [webcast trainings](#) on the provisions of PIH 2016-08 was published on August  
24 12, 2016. Also note that HUD [updated the warnings and fatal edits](#) related to FSS PIC  
25 reporting. All of the preceding documents and information can be found on the [FSS  
26 Resources webpage](#)  
27

28 **Voucher Management System (VMS).** Due to the combined funding streams starting with the  
29 FY 2014 FSS NOFO, PHAs must not use VMS to report HCV FSS coordinator expenses for  
30 funds made available under the Funding Notice, and this Grant Agreement. PHAs must continue  
31 to enter the amount of HCV FSS escrow deposits and HCV FSS escrow forfeitures into VMS for  
32 all funds made available. Also note that amounts expended in excess of the FSS grant for costs  
33 associated with the administration of the FSS program which are allocated to the HCV program  
34 including the FSS coordinator's salary and benefits as well as additional eligible costs such as  
35 office space, computer costs, office supplies, etc. must be reported in VMS as administrative  
36 expenses. PHAs with an FSS program serving both PH and HCV families with costs not  
37 chargeable to funds awarded under this Grant Agreement will be required to develop a cost  
38 allocation method that allocates these expenses fairly between the two programs. See REAC  
39 Accounting Brief #26 and PIH Notice 2022-20 and any subsequent revisions for information on  
40 how to record and account for FSS expenses.  
41



1 APPENDIX  
2

3 **The FSS Program Coordinator is essential for the full execution of the FSS program.**

4 These responsibilities include, but are not limited to, the implementation or supervision of  
5 the following activities:

6 A. Develop and maintain an approved FSS Action Plan.

7 B. Establish and maintain partnerships with employers and service providers in the  
8 community, including forming a Program Coordinating Committee (PCC) with local service  
9 providers for PHAs, to ensure that participants in the Family Self-Sufficiency (FSS) program  
10 are connected to supportive services. It is mandatory for PHAs to have a PCC, while owners  
11 of PBRA are encouraged to do so.

12 C. Job development functions, such as outreach to potential employers, to support  
13 participants in achieving economic independence.

14 D. Increase access to financial capabilities that ultimately help them reach their goals and  
15 achieve self-sufficiency and financial stability.

16 E. Design and implement an outreach plan to enroll FSS participant families.

17 F. Execute a Contract of Participation (CoP) between the PHA or PBRA owner and  
18 participating families.

19 G. Prepare Individual Training and Services Plans (ITSP) with the designated FSS Head  
20 of Household and each additional adult member of the FSS family who elects to participate  
21 in the FSS program and appended to the Contract of Participation.

22 H. Ensure that the services and support included in the participants' CoPs are provided on  
23 a regular, ongoing and satisfactory basis.

24 I. Monitor participants' progress and connect them with supports to help them fulfill their  
25 responsibilities under their CoPs, promote opportunities for them to increase their income,  
26 and help address and eliminate barriers to program advancement and graduation.

27 J. Establish and maintain FSS escrow accounts for eligible families, including ensuring  
28 that funds are transferred monthly to PHA's or PBRA Owner's financial institution,  
29 providing at least an annual statement of the escrow account balance to participants, and  
30 ensuring that interest is properly credited.

31 K. Oversee and administer the account of forfeited escrow funds in accordance with 24  
32 C.F.R. § 984.305(f)(2) and local policy.  
33