

## Appendix A – Eligibility Requirements

### HUD Section 4 Program – Eligible Organizational Types

Section 4 grant funds are limited to CDCs and CHDOs as defined by the Section 4 program. A **CDC** is a nonprofit organization that undertakes eligible Section 4 Capacity Building Program activities and that meets these qualifications:

- Is organized under federal, state or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation;
- Is governed by a board of directors composed of community residents, business, and civic leaders - - this includes faith-based community development corporations;
- Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation by addressing one or more critical problems of the area, with particular attention to the needs of persons of low income;
- Is neither controlled by, nor under the direction of, individuals or entities seeking to derive profit or gain from the organization;
- Has a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 (26 CFR 1.501(c)(3)-1);
- Has standards of financial accountability that conform to 24 CFR (Code of Federal Regulation) 84.21, Standards for Financial Management Systems;
- Is not an agency or instrumentality of a state or local government;
- For urban areas, “community” may be a neighborhood or neighborhoods, city, county or metropolitan area; for rural areas, it may be a neighborhood or neighborhoods, town, village, county or multi-county area (but not the entire state).

A CDC that does not qualify under the definition above may also be determined to qualify as an eligible entity if:

- It is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those which are profit making; or
- It is a Small Business Administration (SBA) approved Section 501 State Development Company or Section 502 Local Development Company, or a SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended: or
- The recipient demonstrates to the satisfaction of HUD, through the provision of information regarding the organization’s charter and by-laws, that the organization is sufficiently similar in purpose, function, and scope to those entities qualifying under definition above.
- It is a State or locally chartered organization; however, the State or local government may not have the right to appoint more than one-third of the membership of the organization’s governing body and no more than one-third of the board member may be public officials or employees of the State or local government entity chartering the organization. Board members appointed by the State or local government may not appoint the remaining two-thirds of the board members.

**Note:** Enterprise may request additional documentation to verify an Applicant’s eligibility such as Articles of Incorporation and By-Laws.

A **Community Development Housing Organization (CHDO)** is defined in the HOME Investment Partnerships

Program (HOME Program) regulation at 24 CFR 92.2. The HOME Program is authorized by the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.

Additional information about CHDOs and obtaining CHDO status can be found at <https://www.hudexchange.info/home/topics/chdo/>

## Appendix B - Eligible Activities and Allowable Costs

### a. Eligible Activities

Grant funds must be used to enhance the technical and administrative capabilities of CDCs and CHDOs. Grant funds may be used for predevelopment assistance or other financial assistance to CDCs and CHDOs to carry out community development and affordable housing activities that benefit low-income families and persons.

### b. Allowable Costs

Enterprise is one of three (3) intermediaries under the Section 4 program along with Local Initiatives Support Corporation (LISC) and Habitat for Humanity International. Applicants that have received funding and/or have pending proposals with LISC or Habitat for Humanity International will not receive funding for the same activities/costs under this funding opportunity. It is the responsibility of the Applicant to retract pending proposals or decline funding from other intermediaries if funding is requested for the same costs or activities before accepting a grant award from Enterprise. Failure to do so may jeopardize the Applicant's ability to receive current and future funding from Enterprise.

All expenditures must be allowable, allocable and reasonable in accordance with the applicable Federal cost principles.

Pursuant to the Federal Grant Agreement, grants shall be governed by 2 CFR 200 (for State, Local and federally recognized Indian Tribal Governments, Higher Education, Hospitals and other Non-Profit Organizations). Refer to the following applicable Federal cost principles for more information: <http://tinyurl.com/nxawgds>

### c. Examples of Eligible Activities and Allowable Costs

Common examples (but not an exhaustive list) of capacity-building activities that can be funded include the following costs.

- **Staff Salaries** – for existing staff members or new staff members, which can include fringe benefits.
- **Consultants** – for capacity-building activities that fall within the program areas of the LOI. Organizational/financial assessments are some examples of eligible consultant activities. However, consultants shall be chosen through full and open competition and must possess the ability to perform successfully under the terms and conditions of the proposed activity with price and other facts considered. Consultant pricing shall be fair, reasonable and comparable to pricing of other entities providing similar services. Additionally, Section 4 program funds may not be used, directly or indirectly, to pay or provide reimbursement for payment of the salary of a consultant or contractor at more than the daily equivalent of the rate paid for the level IV on the Executive Schedule, please see the Office of Personnel Management (OPM) website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>. For more information on funding consultants with Section 4 grant dollars refer to Appendix E in the Grants Guide.
- **Staff or Board Training** – topics may include housing development, financial management, economic development, asset management, board development or technology delivered through seminars/workshops or by a consultant.
- **Computer Software/Hardware** – or other essential technical equipment.

- [Other Professional Services](#) – as required for project/portfolio or financial planning.

Grant funds ***may not*** be used for the following costs:

- Ongoing business expenses or organization costs defined as rent, telephone bills, insurance, etc.
- Direct and indirect construction costs.<sup>1</sup>
- Expenses for new lines of business or start- up costs, including staff and consultant fees related to these efforts.
- Fundraising activities.
- Dues for lobbying activities.
- Bad debts.
- Contributions and donations.
- Entertainment costs, including amusement, diversion, social activities and alcohol.
- Policy or advocacy costs.
- Giveaways/prizes, incentives, stipends.
- Fines, penalties and judgments.
- Interest and other financing costs.
- Investment costs.
- Capital expenditures or land acquisition.
- Costs of idle facilities.
- Housing and personal living expenses.
- Contingency reserves.
- Other costs pursuant to program or regulatory requirements.

#### d. Administrative Requirements

Applicants that receive a Recommendation of Award letter should be aware of the requirements governing this award. Applicants are encouraged to review our [Grants Guide](#) for more information. Applicants should be aware of the following:

- [Executed Grant Agreement](#) – Enterprise cannot finalize grant commitments until the conditions of the award are satisfied and a grant agreement is executed (signed) by Enterprise and the Grantee organization.
- [Cost Reimbursement](#) - All grants are awarded on a cost reimbursement basis; grant disbursements occur after expenses have been incurred. All Grantees are required to submit an activity report documenting their work to date with the disbursement request. Additionally, some Grantees will be required to submit documentation supporting the expenses being invoiced.
- [Data Universal Numbering System \(DUNS\)](#) - All organizations receiving federal funds are required to obtain a DUNS number, including subcontractors and consultants of Grantees. The DUNS # is a unique nine-character number assigned by Dun and Bradstreet, Inc. that identifies an organization. Enterprise will not issue a grant agreement if a DUNS number has not been provided. For questions on obtaining a DUNS number refer to [Appendix C](#).
- [System for Award Management \(SAM\) Registration](#) – Awardees and all subcontractors and consultants engaged by Grantees through this award must be registered in SAM. SAM must remain active throughout the lifecycle of the grant, and Awardees must provide verification that they have an active account in SAM before Enterprise will issue a grant agreement. In addition, grantees must not have active exclusions or delinquent federal debt and may not be currently debarred, suspended, proposed for debarment or declared ineligible for awards by any federal agency. For questions on registering refer to [Appendix C](#).
- [Questionnaire for Sub-recipients of Federal Funding](#) – Applicants are required to answer questions in SlideRoom, and provide the requested supporting documentation, to ensure they have the systems and internal controls in place to successfully manage federal funds. This request is based on federal requirements contained in 2 CFR 200 which requires Enterprise to review and evaluate the risk associated with potential Grantees prior to making awards. If deemed necessary, Grantees are required to participate in an on-site organizational assessment as well as subsequent program audits. Enterprise will not issue a grant agreement until all documentation has been submitted and the assessment review has been completed. To view the **full Questionnaire** designed for new Applicants or Applicants that have not applied for funding from Enterprise in the last two years, refer to Appendix G in the [Grants Guide](#) to view the **Questionnaire for Previous**

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<sup>1</sup> Use of grant funds must comply with HUD's environmental regulations in 24 CFR Part 50. Project must have approval from the local HUD field office to use funds for direct or indirect construction costs or other costs as required by 24 CFR Part 50.

**Applicants**, designed for Applicants that have applied for funding in the last two years, refer to Appendix H in the [Grants Guide](#).

- **Good Standing** – Awardees must be in good standing within their state of incorporation. In addition, any current or previously received grants, loans or contracts from Enterprise must be in good standing. For the purposes of this guide, good standing means that current Grantees are incurring costs and requesting reimbursement in a timely manner, communicating with Enterprise as soon as any shifts in scope or budget are identified, and responding to all requests by stated deadlines. For grants that have ended, all close out reports must be submitted, completed and on file. For contracts and loans, this means that consultants and borrowers must be in compliance with the regulations governing the use of federal funds.
- **Federal Provisions** – Included in all grant agreements, this document explains the administrative standards and provisions that the grant is governed by. Grantees must sign and return a copy of the Federal Provisions along with their signed Grant Agreement. See Appendix G to view a copy.
- **Federal Funding Accountability and Transparency Act (FFATA)** – As applicable, Grantees must comply (as applicable) with FFATA and provide necessary information to enable Enterprise to comply with FFATA reporting requirements. Please visit <http://www.frs.gov> for more information.
- **Reporting** – Grantees are required to provide an Activities Report with each disbursement request detailing the progress made against proposed activities and measurable outcomes. At the close of the grant, a Case Study, Production Tracker, Match if available, Backup documentation, Close Out documents, and any deliverables created as a result of the award.
- **Match** - The Section 4 program requires Enterprise to raise match from private sources for every dollar of Section 4 funds spent. Enterprise in turn requests that Grantees demonstrate their ability to provide matching dollars at a 3:1 ratio to assist Enterprise in meeting this requirement. See [Appendix D](#) for additional information.
- **Dedicated Staff Contacts** – Grantees are required to meet (in-person or via phone) with Enterprise staff to finalize the grant agreement before the agreement is executed. Additionally, to ensure good communication and consistent project progress, periodic meetings will take place with dedicated grant management and programmatic staff.
- **Work Products** – For our records, we request that any work products (i.e. reports, work plans, etc.) developed through grant funding be shared with Enterprise at the end of the grant term.
- **Sharing Knowledge with the Field** –Grantees may be asked to participate in a webinar, conference call, panel discussion, or other activity to share outcomes from their grant award with the field. It is our expectation that Grantees participate when possible.

## Appendix C – DUNS & SAM

All grantees, subcontractors, and consultants receiving federal funds through Enterprise Community Partners must now have or obtain a Data Universal Numbering System (DUNS) number and maintain an active account in the System for Award Management (SAM).

If awarded funds from Enterprise, each Grantee must provide a DUNS # and confirmation of a current account within SAM, specifically the Periodic Update Requirement Date. Enterprise will not issue a grant agreement without the confirmation of a DUNS # or SAM confirmation. Information on how to register for each is below:

### ***Resources for DUNS Number***

The DUNS number is a nine-digit number, issued by Dun & Bradstreet that is assigned to and used by businesses and the federal government to keep track of more than 70 million businesses world-wide. A DUNS number can be obtained free of charge by applying online at <http://fedgov.dnb.com/webform> or by phone at 1-866-705-5711 from Monday - Friday 7 AM to 8 PM C.S.T.

For Hearing Impaired Customers Only call 877-807-1679 (TTY Line). It normally takes about 1- 2 business days to receive a number if applied for online and immediately if applied for by phone. The DUNS number is normally available for use 24-48 hours after it has been received. Once entered and the registration process is completed, the DUNS number will need to be verified by the system.

### ***Resources for System for Award Management (SAM)***

SAM is a free web site hosted by the federal government that consolidates the government-wide award reporting systems into one new system. SAM streamlines processes, eliminating the need to enter the same data multiple times and consolidates hosting to make the process of doing business with the government more efficient. The website is found at [www.sam.gov](http://www.sam.gov) and includes information on how to register.

Additionally, please make sure that your sub-grantees or contractors that receive federal funds are aware that they must have a DUNS number and be registered in the SAM system in order to be in compliance with federal reporting requirements.

If awarded a grant, Enterprise will require grantees to provide their organization's SAM Periodic Update Requirement Date. Once registered in SAM, organizations will receive a confirmation email showing the Date. See sample below.

**Sample SAM Confirmation Email**

From: <[samadmin@sam.gov](mailto:samadmin@sam.gov)>  
Date: Mon, Jan 20, 2018 at 7:48 AM  
Subject: Registration Activated

This email was sent by an automated administrator. Please do not reply to this message.

Dear XXX,

Congratulations! The registration for XXXX/ XXXX/ XXXX is now active in the U.S. federal government's System for Award Management (SAM). If you did not provide a CAGE code during the registration process, one has been assigned and is provided above.

You are now eligible for contracts, assistance awards, and to do business with the federal government as determined by your Entity's profile. Important: **The Periodic Update Requirement Date for the registration is 1-JAN-20.** You must renew the registration by this date to remain active.

In addition, you may continue to invite additional users by following the below steps:

- \* Login to SAM using a valid Username and Password
- \* Select "Manage Entity Users" from the left-hand navigation menu
- \* Select "Invite User" from the left-hand navigation menu
- \* Select the desired Entity
- \* Provide invitee's email address
- \* Assign Role(s) to be associated with the user account
- \* Click Submit

All invitees will receive an email message from SAM with instructions on how to complete the process.

For assistance, please contact the Federal Service Desk at [www.fsd.gov](http://www.fsd.gov) or by telephone at [866-606-8220](tel:866-606-8220) (toll free) or at [334-206-7828](tel:334-206-7828) (internationally).

Thank you,  
The System for Award Management (SAM) Administrator  
<http://www.sam.gov>



## Appendix D – Match Guidance

The Section 4 program requires Enterprise to raise match from private sources for every dollar of Section 4 funds spent. Enterprise in turn requests that grantees demonstrate their ability to provide matching dollars to help satisfy this requirement.

Match reflects private-sector dollars received by the grantee. These dollars must **support the same project or program being funded with this grant**. Eligible private-sector funds include donations from individuals, foundation and corporate grants, or tenant portion of rents collected, as they relate to the grantee’s work plan. It is important to note that loans, equity investments, or developer fees associated with projects that are directly funded by Enterprise, LISC/NEF, or Habitat for Humanity, including syndication of tax credits or loans, **cannot** count as match. However, loans, equity, or developer fees may be used from projects that are not directly-financed by Enterprise, LISC/NEF, or Habitat for Humanity, provided they support the same project or program being funded with this grant.

### *Acceptable Match is:*

- Privately sourced. Funds from public sources, even if they are non-federal (such as funds from cities, states or housing authorities, HOME, CDBG funds) are not eligible. They must also be verifiable from the recipient's records (e.g., backed up by check copies and bank deposit statements).
- Not included as match for any other federally-assisted project or program.
- Connected to the efficient accomplishment of project or program objectives as defined in the grant scope of work.
- Allowable under the applicable cost principles as stated in 2 CFR 200 (Subpart E).
- Received and utilized before the close of the grant period of performance.

### *Examples of Acceptable Match Funds and Required Backup Documentation*

Acceptable Match Example	Required Backup Documentation
<b>Individual Donations</b>	Copy of check
<b>Foundation and Corporate Grants</b>	Award letter AND copy of check
<b>Developer Fees</b>	<ul style="list-style-type: none"> <li>• Third party verification that the funds being used are privately sourced. A signed agreement between the parties must be submitted and <b>must identify the investor or equity contributor</b> and clearly confirm that the investment is privately sourced. Limited Partner is NOT the same as an Investor, usually a Limited Partner Agreement (LPA) will show the investor(s).</li> <li>• Documentation showing the receipt of funds must also be submitted (such as a copy of the check or highlighted bank statement or wire receipt).</li> </ul>

<b>Line of Credit (to the extent funds have been drawn)</b>	Copy of the executed loan agreement AND highlighted bank statement or wire receipt.
<b>Operational Revenue, such as tenant rent or management fees (as it relates to the grantee’s scope of work)</b>	Rent rolls that differentiate the tenant portion and subsidy. Subsidies are NOT eligible match. Rents must have been received. A summary of charges is not acceptable evidence of match.
<b>Loans, equity or developer fees from projects not directly-financed by any of the Section 4 intermediaries (Enterprise, LISC, Habitat) and privately sourced.</b>	Construction loan agreement or tax equity syndication letter AND highlighted bank statement or wire receipt.
<b>Land acquired (rare)</b>	<p>Donation - Proof of how the value of the land was determined such as an appraisal document and proof of the title passing.</p> <p>Purchase – Settlement statement or proof that land is from a private entity, evidence of ownership by the CDC, acquired within the grant period of performance, and an appraisal by a certified independent real estate company at the time of sale.</p>

*Note:* Additional documentation may be required beyond what has been described above, as is necessary to demonstrate to the satisfaction of Enterprise and HUD that match sources are private and relate to workplan activities. Each grantee’s Enterprise Grants Specialist will help to ensure all necessary documentation is collected.

**Match Collection and Period of Performance**

Enterprise seeks to collect match with the other documents required for grant execution (i.e., at the beginning of the grant period). However, match can be submitted to Enterprise throughout the grant’s period of performance.

During every Section 4 funding round, grant applicants will be asked to *propose* match. If awarded grant funding, the grantee should submit this match or replace it with an alternate, eligible source(s).

All match must be submitted to Enterprise prior to issuing the final disbursement of grant funds and closing out of the grant.

## Appendix E – Consultant Guidance

Enterprise, as a recipient of Section 4 funds, is required to pass down certain federal requirements and restrictions to the consultants our grantees choose to work with. If awarded funds from Enterprise, grantees that propose to use funds to support consultant expenses must adhere to the following:

### ***Selection***

It is our expectation that consultants will be selected via an open, competitive process. We understand that in very rare circumstances an RFP may not be feasible and in those situations, consultants may be selected in a non-competitive sole source process. In those instances, the grantee is obligated to document their reasoning for not issuing an RFP and explain why the selected consultant was the best suited for this work.

### ***Narrative and Budget***

Organizations proposing to hire a consultant with a portion of their Section 4 grant must ensure that their proposal provides specific details about the activities the consultant will conduct and why their consultant services are vital to the program's success. Also, the program budget submitted must clearly show the amount of labor and expenses the consultant is expected to incur.

### ***Guidance on Labor Rate breakdown for Consultants***

Consultants must charge rates that are consistent with rates charged on their other contracts/agreements. Additionally, Section 4 program funds may not be used, directly or indirectly, to pay or provide reimbursement for payment of the salary of a consultant or a contractor at more than the daily equivalent of the rate paid for the level IV of the Executive Schedule, without prior written approval from HUD. For more information on the Executive Schedule, please see the Office of Personnel Management (OPM) website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>.

Enterprise is required to ensure expenses paid utilizing HUD's funds are not only fair and reasonable but also eligible expenses per federal regulations. Thus, Enterprise requires a breakdown of all proposed labor amounts to include direct (actual) hourly rates and indirect costs (if applicable). If a consultant proposes to include indirect costs (IDC), the proposal must be accompanied by an Indirect Cost Rate Agreement approved by a federal government agency or may include a de minimis indirect cost rate of 10% of Modified Total Direct Costs (MTDC).

A large organization or an organization that receives large amounts of federal funds will generally have a federal government approved negotiated indirect cost rate agreement (NICRA) from one federal agency (usually the federal agency or department from which the organization receives the most funding - its cognizant federal agency). This will be accepted by all federal agencies and by organizations like Enterprise that pass through federal funds. Smaller organizations or individual consultants may not have an approved indirect cost rate and may elect to charge a de minimis rate of 10% of MTDC. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award).

***Confirmation of DUNS # and SAM Registration for Consultants***

All grantees, subcontractors, and consultants receiving federal funds through Enterprise Community Partners must have or obtain a DUNS number and maintain an active account in SAM. Consultants must provide the grantee with their DUNS number and confirmation of a current account in SAM.

***Federal Provisions Contract Addendum***

Any contracts that the grantee enters into, that will be paid (in whole or in part) for by this grant, must include the same federal provisions that are included in the original grant agreement. An example of a contract addendum, with the federal provisions, is available upon request. Please contact your Enterprise Grants Specialist for an example. You may use this document in its entirety or incorporate the federal flow down provisions in your own format. The federal flow down provisions must be provided to, signed, and returned to your organization by the consultant that has been selected.

## Appendix F– Standard Terms & Conditions for Grant Agreements

### ***Purpose of Agreement***

The purpose of this Agreement is to specify the terms and conditions under which Grantee will receive Grant Proceeds to enable Grantee to carry out the activities described in the Work Plan, which activities are in furtherance of Enterprise's exempt purposes.

### ***Grant Proceeds Disbursements***

Enterprise will disburse Grant Proceeds only after the Effective Date and after Grantee has properly completed, executed, and delivered this Agreement to Enterprise. Grant Proceeds may be disbursed in one lump sum or disbursed in multiple disbursements over a period of time. Disbursement requests should be made allowing approximately thirty (30) business days for Grantee to receive the Grant Proceeds. If Grant Proceeds are disbursed over a period of time, Grantee must submit its final disbursement request to Enterprise within sixty (60) days of the expiration of the Period of Performance. Grantee shall also submit all required reports/documentation to Enterprise with final disbursement request or disbursement will be delayed or withheld.

### ***Authorized Uses and Expenditures of Grant Proceeds***

The Grant Proceeds are only to be used for the activities specified in the grant agreement's Work Plan and in accordance with the Budget set forth in the grant agreement. If Grantee deviates from the Work Plan or any other provision in this Agreement, such deviation shall be at Grantee's risk. Any costs related to unauthorized work shall be borne by Grantee.

Grantee shall not expend more than the amount allocated for any category in the budget without Enterprise's prior written consent. However, Grantee is permitted to make minor transfers to line items within the budget aggregating up to and including 10% of the Grant Proceeds without the prior written consent of Enterprise. If Grantee incurs any costs prior to the Effective Date, Grantee shall not charge those costs against the Grant Proceeds without Enterprise's written consent.

Grantee agrees that Grant Proceeds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224.

### ***Reports***

Grantee shall provide progress reports that contain a comparison of actual accomplishments with the Work Plan's measurable outcomes. Progress reports should be in a narrative format with an in-depth discussion of the measurable outcomes that were achieved and how the outcomes were achieved. Within sixty (60) days of the expiration of the Period of Performance, Grantee shall provide a narrative final report summarizing all activities conducted under the Work Plan. The report should include significant program achievements and all problems encountered during the Period of Performance.

### ***Inspection; Right to Audit/Record Retention***

Grantee agrees that Enterprise may monitor and conduct an evaluation of project operations during the Period of Performance. This may include meetings with staff to discuss projects and to review financial and other records connected with the activities financed by the Grant Proceeds. Grantee shall keep (a)

accurate records documenting its performance of the Work Plan and (b) a legible set of books of account in accordance with generally accepted accounting principles for a minimum of six (6) years after the expiration of the Period of Performance. Grantee agrees that the aforementioned records and books of account shall be open for inspection by Enterprise or its auditors.

### ***Modifications and Amendments***

Both parties may amend this Agreement so long as amendments that affect the rights and obligations of either party are executed by both parties, including, without limitation, the addition or deletion of a Work Plan activity or the alteration of existing approved activities, an extension of the Period of Performance or a budget revision resulting in a change or a transfer in the Budget of more than 10% of the Grant Proceeds.

Administrative changes or corrections that do not affect the rights and obligations of Grantee may be made unilaterally by Enterprise with notice to, but without consent of Grantee.

### ***Default and Remedies***

If Grantee fails to comply with any terms in this Agreement Enterprise will notify Grantee of its breach and Grantee will have twenty (20) days from the date contained in the notice to cure the breach. A breach may include, without limitation, Grantee's failure to comply with the Work Plan, Grantee's unauthorized expenditure of the Grant Proceeds, or the default of any other grant or loan from Enterprise, its affiliates, subsidiaries, or supporting organizations to Grantee or its affiliates, subsidiaries, or supporting organizations. Concurrent with the aforementioned notice, Enterprise may suspend and withhold disbursements of Grant Proceeds until the Grantee satisfactorily cures the breach. In addition, Enterprise may require and Grantee shall accept technical assistance which Enterprise deems necessary to complete the Work Plan.

Enterprise may immediately terminate this Agreement upon conclusion of the twenty (20) day period, if Grantee fails to cure the breach to the satisfaction of Enterprise. In the event of termination by Enterprise, Enterprise may demand repayment of all Grant Proceeds disbursed to Grantee. In addition to the rights and remedies contained in this Agreement, Enterprise may at any time proceed to protect and enforce all rights available to Enterprise by suit in equity, action at law or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement. If Enterprise's grantor undertakes any action to terminate, suspend, or limit Enterprise's access to the Prime Grant or reduce the amount of the Prime Grant for any reason, Grantee agrees Enterprise may terminate this Agreement for convenience and that Enterprise's obligation to fund unfunded disbursement requests will cease.

### ***Survival***

This Agreement shall remain in effect until the last to occur of: (a) the date that the Grant Proceeds have been disbursed; (b) the date that all reports and records due by Grantee to Enterprise have been submitted to and approved by Enterprise; (c) the date that there has been a closeout between Enterprise and Grantee of all issues arising out of the Grant Proceeds and this Agreement; or (d) if Grantee is in default and Enterprise decides not to terminate and requires that Grantee complete the Work Plan, the date that such Work Plan is completed.

***Indemnification***

The Grantee, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify Enterprise, its directors, officers, agents, and employees from and against any and all costs, liability, demands, claims, damage, and expenses of any nature or any kind (including, but not limited to, indebtedness, penalties, fines, Enterprise's costs, and reasonable legal fees) incurred in connection with this Grant or that arise out of any act or omission of the Grantee or of any of its employees or agents.

***Conflicts of Interest***

Except for approved eligible administrative and personnel costs shown in the budget, none of Grantee's designees, agents, members, officers, employees, consultants, or members of its governing body or any local governmental authority exercising jurisdiction over the Grant Proceeds and no other public official of Grantee or such authority or authorities who exercise or has exercised any functions or responsibilities with respect to the Grant Proceeds during such person's tenure or who is in a position to participate in a decision-making process or gain inside information with regard to the Grant Proceeds, has or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Grant Proceeds or in any activity or benefit therefrom, which is part of the Work Plan at any time during or after such person's tenure.

***Governing Law***

This Agreement shall be construed and enforced in accordance with and the rights of the parties shall be governed by, the laws of the State of Maryland, exclusive of its conflicts of law rules. Grantee agrees that any litigation shall be brought and prosecuted in any District or Circuit Court of Maryland, as appropriate or Federal District Court, with venue in the United States Court for the District of Maryland, Baltimore Division and the Grantee consents to the in personam jurisdiction of such courts.

The Grantee irrevocably waives any objection to and any right of immunity from, the jurisdiction of such courts or the execution of judgments resulting therefrom, on the grounds of venue or the convenience of the forum.

***Non-waiver***

The failure of Enterprise in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option hereunder shall not be construed as a waiver or relinquishment for the future of such term or option from exercising any such right, power, or remedy upon default at any later time or times.

***Personal Information Protection***

The Grantee represents that it has implemented and maintains reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Information, as defined under the Maryland Personal Information Protection Act, disclosed; and (ii) reasonably designed to help protect the Personal Information from unauthorized access, use, modification, disclosure, or destruction.

***Special Conditions***

Grantee agrees to recognize Enterprise as a funding partner in the proposed project and shall favorably acknowledge Enterprise as a funder in all media publications relating to the project.

## Appendix G – Section 4 Federal Provisions

### **ADMINISTRATIVE REQUIREMENTS**

Pursuant to the Federal Grant Agreement, unless excepted under 24 CFR chapters I through IX, this grant shall be governed by 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

The Code of Federal Regulations (CFR) can be found at: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/).

### **ALLOWABLE COSTS**

The Grantee will be paid only for allowable, allocable and reasonable costs incurred in the performance of this award in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits).

### **FLOW DOWN PROVISIONS**

Grantee is required, to the extent feasible, to include provisions to carry out the purpose of the HUD Grant Agreement in all contracts of employment with persons who perform any part of the work under this Grant, and with all contractors or other persons or organizations participating in any part of the work under this Grant.

### **DELIVERABLE PRODUCTS**

Grantee shall timely submit all required reports and other documentation to enable Enterprise to comply with its reporting requirements under the Federal Grant Agreement. Failure to submit required reports on time may jeopardize funding under the Federal Grant Agreement and therefore funding under the Grant.

### **COPYRIGHT**

- a. The Grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the Federal Grant Agreement. HUD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes.
- b. The Grantee is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative agreements."

### **PRIVACY ACT OF 1974 (5 U.S.C. 552a)**

The Grantee is required to design, develop, or operate U.S. Housing & Urban Development (HUD) data subject to the Privacy Act of 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may result in criminal penalties and a fine of up to \$5,000. (a)The Grantee agrees to:

- (1) Comply with the Privacy Act of 1974 (the Act) and HUD rules and regulations issued under the Act in the design, development, or operation of a system of records on individuals.
- (2) Include the Privacy Act notification contained in this grant in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on



individuals that is subject to the Act and

(3) Include this clause in all subcontracts awarded under this grant which requires the design, development, or operation of such a system of records.

(b) Any person who knowingly or willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be subject to criminal penalties under the Privacy Act and may be subject to prosecution under other statutes such as 18 U.S.C. § 494, § 495, and § 1001. In the event of improper use or disclosure of HUD data, the Grantee agrees to report the incident and to cooperate fully with HUD.

#### **RIGHT TO AUDIT AND DISALLOW OR RECOVER EXPENDITURES**

Enterprise, HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall be permitted to inspect and photocopy all books, accounting records, invoices, receipts, payroll records, personnel records, and any other project data and/or records pertaining to all matters covered in the grant agreement. Such records and information must be made available during normal business hours at a reasonable location, and as often as the aforementioned officials deem necessary. Enterprise, HUD or U.S. Government officials must be permitted to make excerpts or copies of such records and data that are related in whole, or in part, to the executed grant agreement. HUD must keep any copies of the recipient's data and records in the strictest confidence allowed by law. Enterprise reserves the right to seek from the Grantee recovery of any expenditures found unallowable under the cost principles found in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Federal Acquisition Regulations at 48 CFR part 31.2 (for Commercial/For-profits) or the provisions of the HUD Grant Agreement, based upon the final audit or any other special audits.

#### **PROGRAM INCOME**

To the extent applicable, Grantee shall comply with the requirements and standards for program income as contained in 2 CFR 200.80. In addition, any program income derived as a result of the Grant shall be used to further eligible activities under the Grant.

#### **ENVIRONMENTAL REVIEW**

In accordance with 24 CFR 50.3(h), no commitment or expenditure of HUD or local funds to a HUD-assisted project may be made until HUD has completed an environmental review to the extent required under applicable regulations and has given notification of its approval in accordance with 24 CFR 50.3(h).

#### **RELOCATION**

The Uniform Relocation Act applies to anyone who is displaced as a result of acquisition, rehabilitation, or demolition for a HUD-assisted activity.

#### **DAVIS – BACON ACT**

Assistance provided under this Agreement that is more than \$2,000.00, shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-5, and applicable regulations of the Department of Labor under 29 CFR Part 5, requiring the payment of wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

#### **EMINENT DOMAIN**

Section 407 of Div. K, Title IV of the Consolidated Appropriations Act, 2016 (Public

Law 114-113) prohibits the use of funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use shall not be construed to include economic development that primarily benefits private entities. Use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118), will be a public use for Section 407 purposes.

### **CERTIFICATIONS AND ASSURANCES**

By signing this award document Grantee certifies the following:

**Certification Regarding Debarment and Suspension.** Grantee certifies to the best of its knowledge that it, or any of its principal employees and officers:

1. Are not presently, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Within a three year period preceding this Grant, have not been: convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or Grant under a public transaction; or in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph two of this certification; and
4. Within a three-year period preceding this Grant, have not had one or more public (federal, state or local) transactions terminated for cause or default.

### **Certification of Payments to Influence Federal Transactions/Lobbying.**

1. Grantee shall comply with all requirements of Section 319 of the Department of the Interior and Related Agencies Appropriation Act for the Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment) and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).
2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Subcontract, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, Subcontract, or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Grant, the Grantee shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

### **Certification of Drug-Free Workplace Requirements.**

Grantee certifies that as a condition of this award it will comply with the drug-free workplace requirements in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701) and with HUD's rule at 24 CFR Part 21.

**Nondiscrimination Requirements.** Grantee certifies compliance with the following:

1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity
2. 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"
3. Title IV and Title VII of the Civil Rights Act of 1974, as amended
4. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686)
5. Section 504 of the Rehabilitation Act of 1973, as amended
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107)
7. Americans with Disabilities Act of 1990 (42 U.S.C. 1201 *et seq.*)

**National Historic Preservation.** When necessary, Grantee will assist Enterprise in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§ 470, Executive Order 11593 and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*)

**Fair Housing and Civil Rights Laws.** Grantee certifies that it shall comply with all fair housing and civil rights laws, statutes, regulations and executive orders as enumerated in 24 CFR 5.105(a). Federally recognized Indian tribes must comply with the nondiscrimination provisions enumerated at 24 CFR 1003.601

**Steps to Affirmatively Further Fair Housing.** Grantee certifies that the project(s) to be developed through the use of the Grant are part of the specific steps Grantee is undertaking to remedy discrimination in housing and to promote fair housing rights and fair housing choice.

**Lead-Based Paint Provisions.** Grantee certifies that it shall comply with the applicable lead-based paint provisions of 24 CFR part 35, including subparts J and K.

**Section 3.** Grantee certifies that is shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135, which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for the metropolitan area (or non-metropolitan county) in which the project is located.

#### **FURTHER ASSURANCES**

Grantee agrees that it will, from time to time, execute and deliver, or cause to be executed and delivered, such amendment to the Grant Documents and such further materials, documents and instruments as may be required by Enterprise or HUD to comply with any existing or future federal regulations, directives, policies, procedures and other requirements, or further the general purposes of the Grant.

#### **ORDER OF PRECEDENCE**

In the event of any inconsistency among the provisions of this Grant, the following order of precedence shall apply:

- a) the HUD Grant Agreement
- b) Uniform Administrative Requirements of 2 CFR 200

c) the Grant Documents

*As the official authorized to sign on behalf of Grantee, I bind the Grantee to the above agreements and hereby state that the above certifications are true and correct to the best of my knowledge and belief.*

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**Grantee**

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**Signature of Authorized Certifying Official**

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**Date**

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**Printed Name**

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**Title**

## Appendix H – Grantee Auditing and Documentation of Expenses

All grant awards are subject to random selection for review by Enterprise Community Partners' Sub-Recipient Auditor. The Grantee must maintain a file with all grant-related documentation such as the fully executed grant agreement, reports, consultant contracts and back-up documentation as outlined below for expenses related to each disbursement request under the grant agreement. Should your organization be selected for audit, you will be notified in writing by Enterprise's Sub-Recipient Auditor. Grantees must keep copies of all documents and expense records associated with the grant award for six (6) years after close-out.

### Examples of Documentation for Common Grant Expenses

Grant Budget Category	Grant Budget Line Item	Required Documentation for Disbursement
Salary & Benefits	Salary	<ul style="list-style-type: none"> <li>• Timesheets that include the following:               <ul style="list-style-type: none"> <li>o Documents all the employee's time for the timesheet period</li> <li>o Number of hours allocated to specific grants or projects based on funding source (both Federal awards and other activities)</li> <li>o Is prepared at least monthly and coincides with one or more pay periods</li> <li>o Employee signature</li> <li>o Supervisor signature</li> </ul> </li> <li>• Payroll register highlighting the name(s) of each employee(s) charged to the grant.</li> <li>• Copies of checks or direct deposit transmittals.</li> </ul>
	Fringe	<ul style="list-style-type: none"> <li>• All invoices for fringe benefits charged to the grant and paid to the provider of services, e.g. medical, dental, workers compensation etc.</li> <li>OR</li> <li>• Federally Approved Indirect Cost Rate Agreement</li> </ul>
Consultants	Consultant Expenses	<ul style="list-style-type: none"> <li>• Consultant agreement contract.</li> <li>• Invoices.</li> <li>• Copies of checks.</li> </ul>

Other Direct Costs	Travel	<ul style="list-style-type: none"> <li>• Signed Expense Report including purpose of travel and allocation/coding to funding source.</li> <li>• Copies of itemized receipts.</li> <li>• Copies of checks or direct deposit transmittals.</li> </ul>
	Training	<ul style="list-style-type: none"> <li>• Receipts or invoices for registration/training expenses.</li> <li>• Copy of training agenda.</li> <li>• Copies of checks or direct deposit transmittals.</li> </ul>
	Supplies (copying, printing, hardware, software, etc.)	<ul style="list-style-type: none"> <li>• Copies of Itemized Receipts.</li> <li>• Copies of checks.</li> </ul>
Indirect Costs	Overhead or G & A	<ul style="list-style-type: none"> <li>• 10% of Modified Direct Costs (no backup required).</li> </ul> OR <ul style="list-style-type: none"> <li>• Federally Approved Indirect Cost Rate Agreement</li> </ul>

If you have other questions regarding federal cost requirements refer to [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) or contact your Enterprise Grants Specialist.