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 defined as a nonprofit organization that has the following characteristics:

- 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 a private nonprofit, community-based service organization that has obtained or intends to obtain staff with the capacity to develop, own, or sponsor affordable housing for the community and/or region it serves. CHDO designation is granted by participating jurisdictions (PJs) in relation to the HOME Program requirements, and not by Enterprise. Additional information about CHDOs and obtaining CHDO status can be found at [https://www.hudexchange.info/home/topics/chdo/](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 at 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. For more information on funding consultants with Section 4 grant dollars refer to Appendix E in the Grants Guide.
• **Staff or Board Training** – topics can 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:
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

1 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.fsrs.gov](http://www.fsrs.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](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>
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-15. 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](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

<table>
<thead>
<tr>
<th>Acceptable Match Example</th>
<th>Required Backup Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Donations</td>
<td>Copy of check</td>
</tr>
<tr>
<td>Foundation and Corporate Grants</td>
<td>Award letter AND copy of check</td>
</tr>
<tr>
<td>Developer Fees</td>
<td></td>
</tr>
</tbody>
</table>

- Third party verification that the funds being used are privately sourced. A signed agreement between the parties must be submitted and **must identify the investor or equity contributor** 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).
- Documentation showing the receipt of funds must also be submitted (such as a copy of the check or highlighted bank statement or wire receipt).
<table>
<thead>
<tr>
<th>Line of Credit (to the extent funds have been drawn)</th>
<th>Copy of the executed loan agreement AND highlighted bank statement or wire receipt.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operational Revenue, such as tenant rent or management fees (as it relates to the grantee’s scope of work)</td>
<td>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.</td>
</tr>
<tr>
<td>Loans, equity or developer fees from projects not directly-financed by any of the Section 4 intermediaries (Enterprise, LISC, Habitat) and privately sourced.</td>
<td>Construction loan agreement or tax equity syndication letter AND highlighted bank statement or wire receipt.</td>
</tr>
<tr>
<td>Land acquired (rare)</td>
<td>Donation - Proof of how the value of the land was determined such as an appraisal document and proof of the title passing. 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.</td>
</tr>
</tbody>
</table>

*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

General
As a subrecipient of Section 4 funds, Grantees are required to comply with the Federal Regulations established in 2 CFR 200. If awarded funds from Enterprise, grantees that propose to use funds to support consultant expenses must adhere to Procurement Standards set forth in 2 CFR §200.317 - §200.326.

Selection
Grantees must have written procedures for procurement transactions and all procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of 2 CFR §200.319. It is Enterprise’s expectation that consultants will be selected via an open, competitive process.

Consultant Rates
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. 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. If the grantee believes there is sufficient need or cause for hiring a consultant or contractor at a high rate, it may submit a request to Enterprise and a written justification for review and consideration. Enterprise will submit this request to HUD for review and approval. In all cases, the grantee must receive approval from Enterprise and HUD before commencing any Section 4 program work with a high rate consultant or contractor.

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.

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 Data Universal Numbering System (DUNS) number and maintain an active account in the System for Award Management (SAM).

Selected Consultants must provide the Grantee with their DUNS # and confirmation of a current account in SAM.

A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contract Provisions
Any contracts that Grantees enters into, that will be paid (in whole or in part) for by the Section 4 grant, must include the applicable provisions described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards:
• **Legal remedies (41 U.S.C. 1908)** - Contracts for more than the simplified acquisition threshold, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

• All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

• **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).


In addition, and as applicable, grantees must also include the appropriate Federal Provisions in any contracts they issue to ensure the Grantee will comply with their Section 4 grant award:

1. Compliance with Non-discrimination and Other Requirements (Fair Housing and Civil Rights Laws, Affirmatively Furthering Fair Housing, Economic opportunities for Economic Opportunities for Low-and Very Low-income Persons (Section 3), Improving Access to Services for Persons with Limited English Proficiency (LEP), Accessible Technology).
2. Equal Access to Housing Regardless of Sexual Orientation or Gender Identity.
4. Equal Participation of Faith-Based Organizations in HUD Programs and Activities.
5. Real Property Acquisition and Relocation.
7. OMB Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
9. Safeguarding Resident/Client Files.
11. Eminent Domain.
15. Environmental Requirements.

[Click here for more details about these requirements](#)
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/.

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).

FLOW DOWN PROVISIONS
Grantee is required, to the extent feasible, to include provisions to carry out the purpose of the Federal 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.

HIGH RATE CONTRACTORS AND CONSULTANTS
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 Enterprise and 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. If the grantee believes there is sufficient need or cause for hiring a consultant or contractor at a high rate, it may submit a request to Enterprise and a written justification for review and consideration. In all cases, the grantee must receive approval from Enterprise and HUD before commencing any Section 4 program work with a high rate consultant or contractor.

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. Enterprise Community Partners, Inc. reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use any work developed by the Grantee under the grant agreement.

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 Community Partners, Inc., 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.

PRE-AWARD COSTS AND FEES
Notwithstanding any other provision of this Agreement, Grantees may not collect funds for activities performed prior to the effective date of this Section 4 Grant. In rare cases, pre-award costs may be incurred prior to the effective date of the Section 4 Grant only to the extent that such costs would have been allowable if incurred after the date of the award and only with prior written approval from Enterprise to incur such costs.

Mandatory fees, interest, and profit are prohibited under this Section 4 Grant.

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
Compliance with 24 CFR Part 50 or 58 procedures is explained below:

Individual project sites to be funded by awards under this Grant may not be known at the time the individual grant agreements are awarded and also may not be known when some of the individual subgrants are made. Selection for funding does not constitute approval of individual project sites. After selection for funding, HUD will perform an environmental review of individual sites in accordance with 24 CFR Part 50, as applicable, when the sites are identified.

Therefore, in accordance with 24 CFR 50.3(h), the Grantee agrees to assist HUD in complying with 24 CFR Part 50, and will: 1) supply HUD with all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR Part 50; 2) carry out mitigating measures required by HUD or select alternate eligible property; and 3) not acquire, rehabilitate, convert, lease, repair, demolish or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received.

REAL PROPERTY ACQUISITION AND RELOCATION
HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act or URA) (42 U.S.C. 4601-4655), and the government-wide implementing regulations issued by the Federal Highway Administration at 49 CFR part 24, unless the Uniform Act or other Federal law provides that it does not apply. The Uniform Act applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or federally-funded programs or projects. With certain limited exceptions, real property acquisition for a program or project that receives federal financial assistance from HUD must comply with 49 CFR part 24, subpart B.

To be exempt from the URA’s acquisition requirements, real property acquisitions must satisfy the applicable requirements of 49 CFR 24.101(b)(1) through (5), commonly referred to as “voluntary acquisitions,” which generally are those conducted without the threat or use of eminent domain. Records demonstrating compliance with these requirements must be maintained by the Grantee.

The relocation requirements of the Uniform Act, and its implementing regulations at 49 CFR part 24, cover any person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance. While there are no URA statutory provisions for “temporary relocation”, the URA regulations recognize that there are circumstances where a person will not be permanently displaced but may need to be moved from a project for a short period of time. Appendix A of the URA regulation (49 CFR 24.2(a)(9)(ii)(D)) explains that any tenant who has been temporarily relocated for a period beyond one year must be contacted by the displacing agency and offered URA permanent relocation assistance. Some HUD program regulations provide additional protections for temporarily relocated tenants.

Before planning their project, applicants must review the regulations for the programs to which they are applying. Generally, the URA does not apply to displacements resulting from the demolition or disposition of public housing covered by Section 18 of the United States Housing Act of 1937. Individual NOFAs may have additional relocation guidance and requirements.

Additional resources and guidance pertaining to real property acquisition and relocation for HUD-funded programs and projects are available on HUD’s Real Estate Acquisition and Relocation website at [www.hud.gov/relocation](http://www.hud.gov/relocation). Applicable laws and regulations, policy and guidance, publications, training resources, and a listing of HUD contacts are also available for applicants who have questions or are in
need of assistance.

**DAVIS – BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)**

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by the Grantee must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The Grantee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Grantee must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the

**COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).** The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Grantee must report all suspected or reported violations to the Federal awarding agency.

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the Grantee in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**CLEAN AIR ACT (42 U.S.C. 7401-7671q) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

Contractors and subgrantees with award amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**RELIGIOUS CONTROL OR INFLUENCE**
Section 4 Grantees must ensure that all activities undertaken pursuant to the executed grant agreement are free of religious control or influence, and that no monies, property, materials or services that are provided under the grant agreement are applied to religious establishment or purpose.

**IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

Grantee shall take reasonable steps to ensure meaningful access to their programs and activities to LEP individuals. As an aid to recipients, HUD published Final Guidance to Federal Financial Assistance Recipients: Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) in the Federal Register on January 22, 2007 (72 FR 2732). LEP guidance and LEP information is available here: [Federal Register](https://federalregister.gov).

**ACCESSIBLE TECHNOLOGY**

Section 508 of the Rehabilitation Act of 1973, as amended (Section 508) requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. HUD encourages its recipients to adopt the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used.

**EQUAL ACCESS TO HOUSING REGARDLESS OF SEXUAL ORIENTATION OR GENDER IDENTITY**

The Equal Access Rule at 24 CFR 5.105(a)(2) requires that a determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity or marital status. Furthermore, under 24 CFR 5.106, any recipient, sub-recipient, owner, operator, manager or service provider funded in whole or part by any Community Planning and Development (CPD) program may not deny equal access to programs, activities, services, or facilities based on a person’s gender identity. Thus, the aforementioned parties must comply with 24 CFR 5.105(a)(2) when determining eligibility for housing assisted by HUD or insured by FHA and, and, in addition, with 24 CFR 5.106 when receiving assistance from CPD programs.

HUD’s definitions of sexual orientation and gender identity are at 24 CFR 5.100. HUD’s definition of family is at 24 CFR 5.403. (See other regulatory changes made through HUD’s Equal Access Rules: Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity and amended by Equal Access in Accordance with an Individual’s Gender Identity in Community Planning and Development Programs, 81 Fed. Reg. 64763 (Sept. 21, 2016)).

HUD’s Native American and Native Hawaiian programs are covered by the rule Equal Access to Housing in HUD’s Native American and Native Hawaiian Programs – Regardless of Sexual Orientation or Gender Identity, 81 Fed. Reg. 80989 (Nov. 17, 2016).

**ENSURING THE PARTICIPATION OF SMALL DISADVANTAGED BUSINESSES AND WOMEN-OWNED BUSINESSES**

HUD is committed to ensuring that small businesses, small disadvantaged businesses, and women-owned businesses, and Labor Surplus Area Firms participate fully in the direct contracting and contracting opportunities generated by HUD’s financial assistance. Recipients (except States) and subrecipients are required by 2 CFR 200.321 to take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and Labor Surplus Area Firms are used whenever possible.
EQUAL PARTICIPATION OF FAITH-BASED ORGANIZATIONS IN HUD PROGRAMS AND ACTIVITIES

HUD’s regulations on the equal participation of faith-based organizations are at 24 CFR 5.109. On April 4, 2016, HUD amended 24 CFR 5.109 consistent with E.O. 13559, entitled Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations (75 Fed. Reg. 71319 (Nov. 22, 2010)). (See 81 FR 19355). These regulations apply to all HUD programs and activities, including all of HUD’s Native American Programs, except as may be otherwise provided in the respective program regulations, or unless inconsistent with the respective program authorizing statute. These regulations provide, among other things, that a faith-based organization that participates in a HUD-funded program or activity retains its independence, and may continue to carry out its mission provided that it does not use direct Federal financial assistance to support or engage in any explicitly religious activities; an organization that engages in explicitly religious activities must separate those activities, in time or location, from activities supported by direct Federal financial assistance and participation must be voluntary; a faith-based organization that carries out programs or activities with direct Federal financial assistance from HUD must provide beneficiaries and prospective beneficiaries with a written notice of certain protections; beneficiaries and prospective beneficiaries may object to the religious character of an organization, upon which the organization must undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider; and an organization that receives Federal financial assistance under a HUD program or activity may not discriminate against a beneficiary or prospective beneficiary on the basis of religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. (See 24 CFR 5.109).

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.

ACCESSIBILITY FOR PERSONS WITH DISABILITIES

For all HUD-funded activities:

a. All meetings must be held and services provided in facilities that are physically accessible to persons with disabilities. Where physical accessibility is not achievable, successful applicants must give priority to alternative methods of product or information delivery that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with HUD’s implementing regulations for section 504 of the Rehabilitation Act of 1973 (29 U.S.C.§794) at 24 CFR part 8, subpart C; and,

b. All notices of and communications during all training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities or provide other means of accommodation for persons with disabilities consistent with section 504 of the Rehabilitation Act of 1973 and HUD’s Section 504
regulations. Recipients must provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, sign language interpreters, accessible websites, and other electronic communications. See 24 CFR Section 8.6; 28 CFR 35.160, 36.303.

VIOLENCE AGAINST WOMEN ACT

The Violence Against Women Reauthorization Act of 2013 amended the Violence Against Women Act of 1994 (VAWA) to provide housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many of HUD’s housing programs. HUD’s implementing regulations for VAWA are found in the applicable program regulations and 24 CFR Part 5, Subpart L, Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (collectively, the VAWA rule). The specific HUD programs that are subject to the VAWA rule are listed in the “covered housing program” definition at 24 CFR 5.2003. In general, the VAWA rule provides that an applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. The VAWA rule also requires the establishment of emergency transfer plans for facilitating the emergency relocation of certain tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. For the specific requirements of the VAWA rule, please refer to 24 CFR Part 5, Subpart L, and the applicable program regulations.

CONDUCTING BUSINESS IN ACCORDANCE WITH ETHICAL STANDARDS

Code of Conduct for Procuring Property and Services

All Grantees under Federal awards must have a code of conduct (or written standards of conduct) for procurements that meets all requirements in 2 CFR 200.318(c).

Other Conflicts of Interest

In all cases not governed by 2 CFR 200.317 and 200.318(c), all Grantees must comply with the conflict of interest requirements in the applicable program regulations. If there are no program-specific regulations for the award, the following conflict of interest requirements apply in all cases not governed by 2 CFR 200.317 and 200.318(c):

i. General prohibition. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.
ii. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (i) upon the recipient’s written request and satisfaction of the threshold requirements in paragraph (iii), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the recipient’s program or project, taking into account the cumulative effects of the factors in paragraph (iv).

iii. *Threshold requirements for exceptions.* HUD will consider an exception only after the recipient has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

b. An opinion of the recipient’s attorney that the interest for which the exception is sought would not violate State or local law.

iv. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (i);

f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

Recipients must disclose in writing any potential conflict of interest to HUD.

**CERTIFICATIONS AND ASSURANCES**

By signing this award document Grantee certifies the following:

1. Grantee has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this award.

2. Grantee will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Grantee will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Grantee will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19
statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Grantee will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
   a) Federal Executive Order 11246, as amended by Executive Order 11375, relating to Equal Employment Opportunity
   c) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
   d) Title IV and Title VII of the Civil Rights Act of 1974, as amended Americans with Disabilities Act of 1990 (42 U.S.C. 1201 et seq.)
   e) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
   f) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
   g) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
   h) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
   i) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   j) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
   k) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
   l) Any other nondiscrimination provisions in the specific statute(s) under award is being made; and
   m) The requirements of any other nondiscrimination statute(s) which may apply to the award.

7. Grantee will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Grantee will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


10. Grantee will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Grantee will comply with environmental standards which may be prescribed pursuant to the following:
   a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
b) Notification of violating facilities pursuant to EO 11738;
c) Protection of wetlands pursuant to EO 11990;
d) Evaluation of flood hazards in floodplains in accordance with EO 11988;
e) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
f) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

12. Grantee will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.


14. Grantee will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Grantee will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Grantee will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Grantee will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Grantee will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**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 statues 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.**

2. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

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 2 CFR Part 2429.

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 requirements listed at 24 CFR 1000.12.

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, as applicable, it shall comply with the Lead Safe Housing Rule (specifically 24 CFR 25, subparts B, J, K, and R) and the Lead Disclosure Rule (24 CFR 25, subpart A).

Economic Opportunities for Low-and Very Low-Income Persons (Section 3). Grantee certifies that shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and the HUD regulations at 24 CFR part 135, which require that, to the greatest extent feasible, that training, employment, contracting and other economic opportunities be directed to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low-and very low-income persons where a proposed 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 Grant Document
b) the HUD Grant Agreement
c) Uniform Administrative Requirements of 2 CFR 200
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.

Grantee

Signature of Authorized Certifying Official

Date

Printed Name

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

<table>
<thead>
<tr>
<th>Grant Budget Category</th>
<th>Grant Budget Line Item</th>
<th>Required Documentation for Disbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary &amp; Benefits</td>
<td>Salary</td>
<td>• Timesheets that include the following:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Documents all the employee’s time for the timesheet period</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Number of hours allocated to specific grants or projects based on funding source (both Federal</td>
</tr>
<tr>
<td></td>
<td></td>
<td>awards and other activities)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Is prepared at least monthly and coincides with one or more pay periods</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Employee signature</td>
</tr>
<tr>
<td></td>
<td></td>
<td>o Supervisor signature</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Payroll register highlighting the name(s) of each employee(s) charged to the grant.</td>
</tr>
<tr>
<td></td>
<td>Fringe</td>
<td>• All invoices for fringe benefits charged to the grant and paid to the provider of services, e.g.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>medical, dental, workers compensation etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OR</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Federally Approved Indirect Cost Rate Agreement</td>
</tr>
<tr>
<td>Consultants</td>
<td>Consultant Expenses</td>
<td>• Consultant agreement contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Invoices.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Copies of checks.</td>
</tr>
</tbody>
</table>
| Other Direct Costs | Travel | • Signed Expense Report including purpose of travel and allocation/coding to funding source.  
• Copies of itemized receipts.  
• Copies of checks or direct deposit transmittals. |
|---|---|---|
| | Training | • Receipts or invoices for registration/training expenses.  
• Copy of training agenda.  
• Copies of checks or direct deposit transmittals. |
| | Supplies (copying, printing, hardware, software, etc.) | • Copies of Itemized Receipts.  
• Copies of checks. |
| Indirect Costs | Overhead or G & A | • 10% of Modified Direct Costs (no backup required).  
OR  
• Federally Approved Indirect Cost Rate Agreement |

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.