

**SUB-GRANT AGREEMENT  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM  
U.S. Department of Housing and Urban Development**

**HOPWA- Project 26-HW-303**  
(September 24<sup>th</sup>, 2025 – September 24, 2026)

This Sub-grant Agreement is made by and between the **Virginia Department of Housing and Community Development (DHCD)** and the project sponsor, **City of Charlottesville (Sub-grantee)**. The Sub-grant, which is the subject of this Agreement, is authorized by the Governor of the Commonwealth under a Grant Agreement, executed by and between the U.S. Department of Housing and Urban Development (HUD), and the State of Virginia, the Recipient.

The Sub-grantee was identified as part of the community’s emergency response system to homelessness in the 2024-2026 Homeless and Special Needs Housing (HSNH) Housing Opportunities for Persons With AIDS (HOPWA) application submitted by the lead agency (or designee) of the continuum of care (CoC) or balance of state local planning group (LPG). Activities funded through this grant will be provided at the Grantee location(s) identified in DHCD’s Centralized Application Management System (CAMS).

The sub-grant is comprised of an allocation from the United States Department of Housing and Urban Development (HUD) authorized under the Housing Opportunities for Persons With AIDS Grant during federal fiscal year 2025 (Grant No. VAH25F999; Catalog of Federal Domestic Assistance (CFDA) number is 14.241) as further outlined in Appendix A of this agreement. This Agreement is subject to the terms and conditions of the federal HOPWA grant agreement between HUD and DHCD, and the grantee shall comply with all applicable federal statutes, regulations, notices, and guidance governing the Housing Opportunities for Persons With AIDS (HOPWA) program, including but not limited to AIDS Housing Opportunity Act, 42 USC Sec. 12901 et. seq. (the Act); the Housing Opportunities for Persons With AIDS (HOPWA) program rule, 24 CFR 50 and 574 as amended; and the Consolidated Plan rule, 24 CFR 91 as amended; all of which are incorporated herein as part of this Agreement. In addition, this sub-grant is subject to any subsequent amendments or grant addenda, the CoC/LPG proposal as amended through negotiations with DHCD, the DHCD approved Grantee budget, all of which are incorporated by reference into this Agreement, as well as the applicable laws of the Commonwealth of Virginia and federal law.

**I. Scope of Services**

Funding provided through this sub-grant must be used for eligible HOPWA activities as defined in 24 CFR 574 and as outlined in the 2024–2026 HSNH Program Guidelines. The Sub-grantee must follow the DHCD-approved budget and all applicable cost category limits.

<b>HOPWA Cost Category Limits *</b>	
<b>Cost Category</b>	<b>Limits as Percentage of Total Award</b>
Administration	7 percent or less
Housing Information Services	3 percent or less
<i>* See guidelines for details related to cost categories.</i>	

## II. Conditions

### A. Service Provision

Sub-grantee is responsible for coordination of HSNH HOPWA activities with other HSNH HOPWA Sub-grantees and mainstream resources. Sub-grantee must assure non-duplication of services with other HSNH HOPWA Sub-grantees.

### B. Disbursement of Funds

DHCD agrees to provide **\$389,975** to the Sub-grantee to undertake the approved project activities described in the Sub-grantee 2024-2026 Homeless and Special Needs Housing - Housing Opportunities for Persons With AIDS (HOPWA) application for the **September 24<sup>th</sup>, 2025 – September 24, 2026** program years. The Sub-grantee must submit, for approval by DHCD, a program budget for the 2025 allocation. Funds must be expended per the approved budget. The Sub-grantee agrees to provide HOPWA funds to non-entitlement localities and to coordinate the provision of services with other HOPWA project sponsors.

Funds are disbursed on a reimbursement basis. Sub-grantees must be able to provide documentation that the work, services, or cost occurred within the grant period and the expenses were paid appropriately by the Sub-grantee. Program funds shall be disbursed to the Sub-grantee on a monthly or bi-monthly reimbursement schedule determined by the Sub-grantee. The option selected should be adhered to throughout the year. Supporting documentation must clearly indicate the period for which the reimbursement is requested.

The Sub-grantee must request approval from DHCD for all changes which affect the scope of the project, including but not limited to addition or deletion of an activity, location of services, service area, objectives, timing of activity, and expenditures that will exceed the budget cost category.

DHCD reserves the right to de-obligate and reallocate funds at any point during the contract term.

### C. Reporting

Sub-grantees must submit reports as required by DHCD. Such reports may include, but are not limited to, outcomes and performance reports. Any required reports and their due dates will be announced by DHCD along with any relevant instruction. Submission of reports implies approval from the executive director and is considered final. DHCD reserves the right to withhold reimbursement payments if the Sub-grantee fails to submit the reports.

#### Year-End Report

Year-end reports must be submitted as instructed by DHCD. No future funds will be disbursed until all required reports for the previous fiscal year are submitted to DHCD.

### D. Continuum of Care Participation

Sub-grantees must actively participate in the Homeless Management Information System or comparable system (as defined in the HSNH-HOPWA Guidelines) and regional continuum of care or balance of state local planning groups.

### E. Accounting

The Sub-grantee must adhere to Generally Accepted Accounting Principles

(GAAP). The Sub-grantee shall establish and maintain separate accounts within its existing accounting system or set up accounts independently. The Sub-grantee shall record in its accounting system all grant payments received pursuant to the grant and all other match funds provided for, accruing to, or otherwise received on account of the grant.

All costs charged to the grant shall be supported by properly executed payrolls, timesheets, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, contracts, vouchers, or other accounting documents pertaining in whole or in part to the grant shall be clearly identified, readily accessible, and separate and distinct from all other such documents. Such documents shall reside at the offices of the sub-grantee.

**F. DHCD Notification**

Sub-grantee must notify DHCD of any potentially illegal act, such as misuse of grant funds or fair housing violations, immediately upon knowledge of such act. In addition, sub-grantee must notify DHCD should any other local, federal or state agency uncover evidence of any potentially illegal act.

Sub-grantee must notify DHCD if there is a change in agency management and/or fiscal personnel. Failure to do so will constitute a finding and may result in repayment of funds by the sub-grantee, the de-obligation of current funding and the preclusion of future funding.

**G. Audit**

All grantees, sub-grantees, CHDOs, localities, developers, or any other organizations that receive funding during a program year and/or have projects in progress are required to submit financial statements to DHCD.

Required statements are as follows: Financial Statement(s)\*\*, Reviewed Financial Statement(s) that have been reviewed by an Independent CPA, Financial Statement(s) that have been audited by an Independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an independent CPA. Please see the table below to determine which documents your organization is required to submit.

If the entity expends awards under only one DHCD program and the program's statutes or regulations, or terms and conditions of the award do not require a financial statement audit, the entity may elect to have a program-specific audit conducted.

The threshold requirements outlined below are the minimal standards required by DHCD.

<b>Threshold Requirement</b> - The threshold requirements outlined below are the minimal standards required by DHCD.	<b>Document</b>
Total annual expenditures < \$350,000  (Regardless of source)	Financial Statement(s) prepared by organization**

Total annual expenditures > \$350,000 (Regardless of source)	Reviewed Financial Statement(s) – Reviewed by an Independent CPA
Total annual expenditures > \$550,000 (Regardless of source)	Financial Statement(s) – Audited by an Independent CPA
Federal expenditures > \$1,000,000	2 CFR 200 Subpart F Audit – Audited by an Independent CPA

\*\*Does not require preparation by a CPA

**Submission Requirements**

Required financial statements/audit must be submitted yearly, within nine (9) months after the end of your fiscal year or 30 (thirty) days after it has been accepted (reviewed financial statement(s), audited financial statements, and 2 CFR 200 Subpart F audit only) - whichever comes first. Entities must electronically submit their financial statement(s), reviewed financial statements, audited financial statements, 2 CFR 200 Subpart F audit, or program specific audit in DHCD’s Centralized Application and Management System (CAMS) which requires the organization to register in CAMS at <https://dmz1.dhcd.virginia.gov/camsportal/Login.aspx>.

Entities are required to have a DHCD reviewed and approved current audit or reviewed financial statement(s) in order to submit a remittance request.

The full DHCD Audit Policy, including explanation of the specific document requirements can be found online at: <https://www.dhcd.virginia.gov/sites/default/files/Docx/audit-policy/dhcd-audit-policy.pdf>

**H. Suspension and Debarment**

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, [2 CFR part 180](#). The regulations in [2 CFR part 180](#) restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(a) IPAs debarred from providing audit services for all recipients are prohibited from soliciting or entering into any new contracts for audit services with recipients for the duration of the specified period of debarment. Recipients shall not knowingly award contracts to, extend or modify existing contracts with, or solicit proposals from, such IPAs. Debarred IPAs also are prohibited from providing audit services to recipients as agents or representatives of other IPAs.

(b) IPAs debarred from providing audit services for one or more specific recipient(s) are prohibited from soliciting or entering into any new contracts for audit services with such recipient(s) for the duration of the period of debarment as determined pursuant to this part. The affected recipient(s) shall not knowingly award contracts to, extend or modify existing contracts with, or solicit proposals from, such IPAs. Debarred IPAs also are

prohibited from providing audit services to the affected recipient(s) as agents or representatives of other IPAs, and are required to provide prior written notice to the debarring official before providing such services to other recipients. Debarred IPAs also must provide prior written notice of the debarment to any recipient for which the IPA provides audit services.

**I. Compliance**

Sub-grantees with outstanding audit findings, IRS findings, DHCD monitoring findings or other compliance issues are not eligible to receive allocations. DHCD will work with all interested parties toward the resolution of unresolved matters, where appropriate.

**J. Maintenance of Records**

Records shall be readily accessible to DHCD, appropriate state and federal agencies, and the general public during the course of the grant agreement and shall remain intact and accessible for five years thereafter. The exception is in the event that any litigation claim or audit is started before expiration of the five year period, the records shall be retained until such action is resolved.

**K. Costs Incurred Prior To Grant Agreement Execution**

No costs incurred prior to the start date of the contract period shall be eligible for reimbursement with grant funds, unless incurred costs are authorized in writing by DHCD.

**L. State Not Liable**

The Grantee shall hold harmless the Commonwealth of Virginia, DHCD, its agents and employees from any and all claims and demands based upon or arising out of any action by the Grantee, its employees, agents or contractors.

**M. Expenditure Review**

DHCD will monitor expenditure rates to ensure resources are maximized. Failure to expend funds proportionately throughout the contract period may result in the de-obligation of funds. DHCD reserves the right to de-obligate funds at any time during the contract period and reallocate as deemed appropriate within the CoC/LPG or statewide based on compliance, performance, need and available funding.

**N. Termination, Suspension, Conditions**

This Sub-grantee Agreement shall remain in effect from the date of the signing of the grant agreement until September 24, 2026. Either party shall have the right to cancel this agreement for any reason with a 30 days written notice.

If through any cause, the Sub-grantee fails to comply with the terms, conditions or requirements of the contract documents, DHCD may terminate or suspend this Agreement by giving written notice of the same and specifying the effective date termination or suspension at least five (5) days prior to such action.

In the case of contract violation by the Sub-grantee, DHCD may request that all or some of the grant funds be returned, even if the Sub-grantee has already expended the funds. The Sub-grantee agrees to return such funds as requested by DHCD within 30 days of the written request.

**O. Subsequent Contracts**

The Sub-grantee shall remain fully obligated under the provisions of the Grant Agreement notwithstanding its designation of any subsequent or third parties for the undertaking of all or part of the activities for which the Grant assistance is being provided to the Sub-grantee.

The Sub-grantee agrees to ensure that any contractor or subcontractor who is not the Sub-grantee shall comply with all the lawful requirements of the Sub-grantee necessary to insure that the project for which this assistance is being provided under this Agreement are carried out in accordance with the Sub-Grantee's Assurances and Certifications.

**P. Default**

A default is any unapproved use of grant funds. Upon due notice to the Sub-grantee of the occurrence of any such default and the provision of a reasonable opportunity to respond, DHCD may take one or more of the following actions:

(1) direct the Sub-grantee to submit progress schedules for completing approved activities;

(2) issue a letter of warning advising the Sub-grantee of the default, establishing a date by which corrective actions must be completed and putting the Sub-grantee on notice that more serious actions will be taken if the default is not corrected or is repeated;

(3) direct the Sub-grantee to suspend, discontinue or not incur costs for the affected activity;

(4) require the Sub-grantee to reimburse DHCD for costs inappropriately charged to the program;

(5) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omissions by DHCD in exercising any right or remedy available to it under the Agreement shall impair any such right to remedy or constitute a waiver or acquiescence in any Sub-grantee default.

**Q. Conflict of Interest**

Sub-grantees shall ensure that the provision of any type or amount of assistance may not be conditional on an individual's or family's acceptance or occupancy of housing owned by the sub-grantee, a parent organization, or subsidiary. Sub-grantees, parent organizations, or subsidiaries may not administer HOPWA assistance and use the assistance for households residing in units owned by the Sub-grantee, parent organization, or subsidiary.

Individuals (employees, agents, consultants, officers, or elected or appointed officials of the sub-grantee) may not both participate in decision-making related to determining eligibility and receive any financial benefit. This financial benefit may not be received by the specific individual, any member of his/her immediate family or a business interest. The restriction applies throughout tenure in the position and for a one-year period following tenure.

**R. Religious Influence**

The Grantee may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under HOPWA. If an organization conducts these activities, then they must be offered separately, in time or location, from the programs or services funded under HOPWA and participation must be voluntary for program participants.

**III. Additional Assurances**

- A. Sub-grantee will give the Virginia Department of Housing and Community Development, the Comptroller, HUD and any other authorized state or federal representatives access to and the right to examine all records, books, papers, or documents related to the Grant.
- B. In accordance with federal law, sub-grantee will provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin, in any phases of employment or in any phase of service delivery.

**IV. Additional Certifications:**

The Grantee certifies that it will comply with the following:

- i. Freedom of Information Act (5 U.S.C 552) and Virginia Freedom of Information Act;
- ii. Virginia Fair Employment Contracting Act;
- iii. Fair Housing Act (42 U.S.C. 3601-20), and implementing measures under:
  - 24 CFR 100 (discriminatory conduct under Fair Housing Act);
  - Executive Order 11063 and regulations at 24 CFR 107 (preventing discrimination on basis of race, color, creed, or national origin);
  - 24 CFR Part 8 (prohibiting discrimination against handicapped individuals);
  - Title VIII of the Civil Rights Act of 1968, as amended, also known as the Fair Housing Act, prohibits discrimination in housing based on race, color, religion, sex, disability, familial status, or national origin.
- iv. The Violence Against Women Act (VAWA), Title IV of the Violent Crime Control and Law Enforcement Act of 1994 and implementing the regulations at:
  - 28 CFR 90 Violence Against Women
- v. Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at:
  - 24 CFR 146 (nondiscrimination on basis of age in HUD programs);
  - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- vi. 24 CFR 574.320 (Federal rent standards for rental assistance, requiring rents to be charged no greater than appropriate Fair Market Rent levels);
- vii. 24 CFR Part 35 (Federal lead-based paint provisions, requiring visual inspections and stabilization of paint before commencement of occupancy);

- viii. Encourage participation of locally-owned enterprises in connection with funded activities;
- ix. McKinney-Vento Homeless Assistance Program Regulations;
- x. Anti-lobbying Certification;
- xi. Drug Free Workplace

The Sub-grant Agreement is hereby executed by the parties on the date set forth below their respective signatures as follows:

**Virginia Department of Housing and Community Development**

\_\_\_\_\_  
Sandra Powell, Senior Deputy Director

\_\_\_\_\_  
Date

**City of Charlottesville**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed or typed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Appendix A – Excerpts from VAH25F999 FEDERAL AWARD AGREEMENT, 14.241, HOPWA, FY 2025

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### U.S. Department of Housing and Urban Development — Federal Award Agreement

#### B. Terms and Conditions

1. **General terms and requirements.** The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.
2. **Administrative requirements.** The Recipient must comply with the following requirement(s) if checked below:
  - The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.
  - The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.
3. **Applicability of 2 C.F.R. part 200.**
  - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
  - The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. **Future budget periods.** If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.
5. **Indirect Cost Rate.** If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, either with its application using HUD-426 (competitive grants) or with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.
6. **Recipient integrity and performance matters.** If the Federal share of this award is more than \$500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.
7. **Recordkeeping and Access to Records.** The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt, and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

## U.S. Department of Housing and Urban Development — Federal Award Agreement

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

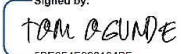
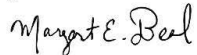
8. **Noncompliance.** If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. **Termination provisions.** Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.
10. **Build America, Buy America.** The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. **Waste, Fraud, Abuse, and Whistleblower Protections.** Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
12. **Third-Party Claims.** Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
13. **Rule of Construction and No Construction Against Drafter.** Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

### C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

**D. Specific Terms and Conditions**      Not applicable     Attached

**U.S. Department of Housing and Urban Development — Federal Award Agreement**

<b>For the U.S. Department of HUD (name and title of authorized official)</b> <b>TOM OGUNDE Acting CPD Director</b>	<b>Signature</b> <small>Signed by:</small>  <small>625654523810485</small>	<b>Date/ Federal Award Date</b> <b>9/24/2025</b>
<b>For the Recipient (name and title of authorized official)</b> <b>Maggie Beal, Director</b>	<b>Signature</b> 	<b>Date</b> 09/22/2025

**U.S. Department of Housing and Urban Development — Federal Award Agreement**

**ADDENDUM 1. POLICY REQUIREMENTS**

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;
2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended ([8 U.S.C. 1601-1646](#)) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, [Executive Order 14218](#), or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization’s religious character, affiliation, or exercise.

U.S. Department of Housing and Urban Development — Federal Award Agreement

**ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS**

**Assistance Listing 14.241, Housing Opportunities for Persons With AIDS (HOPWA) Program**

1. *Pre-Award Costs.* The funds may be used for costs incurred before the period of performance/budget period under the conditions specified in HUD Notice CPD-25-02 or another prior written approval by HUD; or if the Recipient is not covered by Notice CPD-25-02, under the condition that the costs are otherwise allowable and were incurred on or after the date HUD received the Recipient's Consolidated Plan submission, the Recipient's program year start date, or 90 calendar days before the period of performance start date in **Box 6** (whichever is latest).
2. *Scope and Requirements.* The Recipient and each project sponsor that receives grant funds must (1) comply with the HOPWA regulations, other applicable HUD regulations, and such other terms and conditions as HUD may establish for purposes of carrying out HOPWA activities in an effective and efficient manner; (2) conduct an ongoing assessment of the housing assistance and supportive services required by the participants in HOPWA activities; (3) assure the adequate provision of supportive services to the participants in HOPWA activities; (4) cooperate and coordinate in providing assistance under HOPWA with the relevant state- and local-government agencies responsible for services for eligible persons in the area served by the Recipient and with other public and private organizations and agencies providing services for eligible persons; (5) prohibit any fee, except rent, from being charged of any eligible person for any housing or services provided with grant funds; (6) ensure the confidentiality of the name of any individual assisted through HOPWA activities and any other information regarding individuals receiving assistance with grant funds; and (7) maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of grant funds.
3. *Project Sponsors.* The Recipient may only provide grant funds to project sponsors pursuant to legally binding agreements that contain the provisions required by 2 C.F.R. § 200.332(a) and state each commitment to which the project sponsor must agree under 24 C.F.R. § 574.500(b)(1)-(4).
4. *Funds Drawdown and Reconciliation.* Not less than once every 90 calendar days, starting from the period of performance start date, the Recipient must draw down grant funds for allowable costs and in accordance with 2 C.F.R. §§ 200.305 and 200.403 and reconcile its accounting records with the financial data reported to HUD through the Integrated Disbursement and Information System ("IDIS") in accordance with 2 C.F.R. §§ 200.302 and 200.303. The Recipient must comply with HUD instructions regarding use of and reporting in IDIS or its successor.
5. *Performance Reporting.* The Recipient must submit a Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with 24 C.F.R. §§ 91.520 and 574.520(a), the SF-425 in accordance with 2 C.F.R. 200.328(a), and provide the HOPWA information using form HUD-4155.
6. *Eligibility Records.* The Recipient must update client eligibility records no less than annually.
7. *Program Income.* Program income may be treated as an addition to the grant funds, provided that the Recipient uses that income for allowable costs under this grant agreement.
8. *Environmental Review.* If Recipient is a State or Unit of General Local Government and is the responsible entity pursuant to 24 C.F.R. part 58, the Recipient agrees to assume the responsibility

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for environmental review, decision-making, and action that would otherwise apply to HUD in accordance with 24 C.F.R. §§ 58.4 and 574.510. If Recipient is a State and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

9. *Default.* A default shall occur when the Recipient fails to comply with the provisions of this agreement. In the event of a default, HUD may take one or more of the actions provided in 2 C.F.R. § 200.339 after providing the Recipient with an opportunity for informal consultation in accordance with 24 C.F.R. § 574.500(c). Nothing in this Grant Agreement shall limit any remedies otherwise available to HUD in the case of a default by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.
10. *Closeout.* This grant will be closed out as provided by 2 C.F.R. § 200.344 and Notice CPD-23-04, unless otherwise provided by a subsequent regulation or HUD notice.
11. *Deobligation.* To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Grant Agreement without the Recipient's execution of the amendment or other consent.