

Attachment O: Acknowledgment of the U.S. Department of Housing and Urban Development Policy Requirements and Terms and Conditions

14.231 Emergency Solutions Grant Program

The undersigned hereby acknowledges that the below Policy Requirements and Terms and Conditions will be incorporated into any Grant Agreement provided by Maine State Housing Authority for programs funded with the Emergency Solutions Grant. The undersigned further acknowledges, that if selected for funding, as a condition of receiving funding, the undersigned will be required to comply with all applicable Policy Requirements, which may require the undersigned to modify policies, practices, procedures, and communications around certain topics. If the undersigned is unable to comply with the below requirements, an Application should not be submitted.

It should be noted that all Policy Requirements and Terms and Conditions remain in full force and effect unless any such provision or provisions are enjoined or held to be void or unenforceable in an action to which the State of Maine is a party. If such enjoinder is stayed, dissolved or reversed, the full terms of the Policy Requirements and Terms and Conditions will automatically become effective.

Addendum 1. Policy Requirements

- 1. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.**
- 5. The Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or any requirements implementing Executive Orders that have been revoked.**
- 6. The Subrecipient 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. The funding for the grant may not be used 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 Subrecipient 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.
10. Awards to Subrecipients made under, relating to or arising out of the Federal Award will not be used to engage in illegal racial discrimination, including racial preferences.
11. Awards to Subrecipients made under, relating to, or arising out of the Federal Award will not be distributed in a way that violates or otherwise is used to interfere with constitutional protections guaranteed for speech and religious beliefs and the free exercise of religion.
12. Awards made under, relating to, or arising out of the Federal Award will not be used to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, knowingly permits the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2), or knowingly distributes drug paraphernalia in violation of 21 USC 863. This is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.
13. All agreements or contracts made under, relating to, or arising out of the Federal Award must contain the same terms and conditions as those in the grant agreement issued by HUD. Any conflicting terms and conditions must be approved by HUD.

14. Subrecipient shall comply with all applicable workforce management requirements, regulations and statutes, including, without limitation, Title VII of the Civil Rights Act of 1964, 8 U.S.C. § 1324a, the Copeland "Anti-Kickback" Act, and the Drug-Free Workplace Act of 1988, as they may apply.

Terms & Conditions

1. Subrecipients must comply with all applicable federal laws, regulations and requirements.
2. Subrecipients must comply with the 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. The Recipient is responsible for updating and maintaining current and accurate information in SAM.gov, including updating the UEI or Employer Identification Number (EIN), as necessary, if administration of the award is transferred to a different subcomponent, division, or location within the Recipient's organization that uses a different UEI or EIN. Recipients must require Subrecipients to comply with the requirements in this paragraph, as applicable. "Subrecipient" for purposes of this agreement has the same meaning as it is used in 2 CFR § 200.1 and means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency
3. Subrecipients must comply with the applicable requirements of 2 CFR § 200.
4. Subrecipients must agree to maintain complete and accurate documentation under the Grant including, without limitation, financial records, supporting documentation, statistical records, books of account, ledgers, financial and project reports, records, statements, data, the originals of all agreements between the Subrecipient and any and all individuals or entities which receive funding pursuant to or arising out of the grant, whether directly from Subrecipient or from individuals or entities to whom Subrecipient has provided funding, any and all data on any individual or entity that receives money, in-kind assistance or services, or any benefit of any kind from or as a direct or indirect result of the grant, including, without limitation, any other entity that receives a subaward to carry out part of the grant; contractor, vendor, consultant, any other entity performing activities funded in whole or in part under the grant; and any beneficiaries, participants, and other end-users of the funds, to the fullest extent permitted by law, and all such other documentation in such a manner as to permit MaineHousing to prepare statements and reports in

compliance with applicable HUD requirements and OMB requirements in 2 CFR part 200 for recordkeeping and reporting, which may be amended from time to time.

5. HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives shall have the right of prompt, full, and complete access to any and all records of the Subrecipient as specified in #4 above, and that are pertinent to the grant to the fullest extent permitted by law, including records relevant to the administration, receipt, and use of this award and award activities, in order to perform audits, reviews and investigations, execute site visits, make or obtain copies thereof, or for any other official use.
6. Subrecipient must comply with Build America, Buy America, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable.
7. Subrecipient shall act solely for the benefit of HUD and the American people with respect to the grant, and undertakes a duty of absolute loyalty, trust, and confidence. In performing its obligations under the grant, Subrecipient shall act in good faith, avoid all conflicts of interest, exercise the due care required of a fiduciary, and make full and complete disclosure of all material facts and business opportunities and other matters required to be disclosed by the grant and applicable law relating to the grant and all funds derived therefrom.
8. Subrecipient agrees to cooperate fully with HUD and the Task Force to Eliminate Fraud established in Executive Order 14395 of March 16, 2026, *Establishing the Task Force To Eliminate Fraud*, in all manners and respects as required by HUD.
9. The Subrecipient 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.

Dated

Name:

Title: