

CHAPTER 7 – NAHTF CONTRACT

This section of the NAHTF Manual provides guidance on the steps that must be fulfilled before a funded project is implemented, and an overview of the requirements that a grantee must fulfill as a result of signing a NAHTF Contract.

Before seeking any professional services or contractors, a grantee must understand and follow the procurement processes required of NAHTF-funded projects. See Chapter 9 - Procurement.

Before contracting for non-general administrative services, a grantee must receive a Notice of Release of Funds from the Department.

Notice of Approval Letter

A letter announcing the award is sent to each successful NAHTF program applicant. The letter specifies the amount of the award and the activity or activities funded. The amount of the award may be smaller than the requested amount. A grantee will also find in the Notice of Approval contact information for the program representative, the Department staff person assigned as the principal contact for all matters concerning the grant.

An approved applicant is required to designate an employee to have principal day-to-day responsibility for the administration of this grant. In addition, grantees may procure and contract for administrative services to assist in the implementation of the grant.

The award letter cautions the grantee about incurring costs. Non-general administrative costs incurred prior to receiving a Notice of Release of Funds cannot be reimbursed with NAHTF funds.

Only a very limited number of costs may be incurred prior to receiving a Notice of Release of Funds. Only costs associated with the general administration of a grant are allowable such as contracting for administrative services or hiring staff to administer the grant. Administrative costs include those necessary for completing the Special Conditions requirements of the NAHTF Contract.

Contracts for general administration services must be executed after the Notice of Approval date. All expenses incurred prior to the Notice of Approval cannot be reimbursed by NAHTF funds.

Each NAHTF award is unique. The Department provides funds for administrative costs in a variety of ways depending upon the nature of the project and the type of grantee. Grantees should understand the budget in the NAHTF Contract, including the line item to be used for administrative costs.

Grantees should confirm with their program representative as to the budget line item authorized for general administration of the award. This often will vary from the budget submitted with the original application.

NAHTF Contract

The grantee will receive two copies of the NAHTF Contract (see Attachment 1 for a sample contract) after receiving the Notice of Approval. This is the contract between the Department and the grantee. The grantee should thoroughly review the terms and conditions of the contract with its attorney.

The Chief Elected Official of a local government or the Authorized Official of a non-profit or public housing agency are the only individuals recognized by the Department as authorized to sign and execute NAHTF contractual documents. This applies to any contract extensions and amendments involving changes in terms, conditions and amounts. At the time of application, the local government grantee should have passed a resolution authorizing the Chief Elected Official to sign such documents. Non-profit and public housing agencies should provide the Department with documentation as to whom the organization has designated as the Authorized Official to execute grant documents.

The grantee has one month to sign both copies of the NAHTF Contract and send both copies to the following address:

NAHTF
Nebraska Department of Economic Development
P.O. Box 94666
301 Centennial Mall South
Lincoln, NE 68509-4666

Terms

The NAHTF Contract contains a project description, time of performance, sources and uses of funds, conditions governing the use of NAHTF funds and the special conditions for release of funds. In most cases, the special conditions of the contract must be satisfied within three months and the project completed within two years.

Each grantee is responsible for adhering to all the terms of their NAHTF Contract. A substantial number of regulations, acts and statutes apply to the grant. The grantee should understand all the requirements of the contract. The Department will hold the grantee responsible for any conditions of the contract not fulfilled and seek repayment if necessary.

Special Conditions for Release of Funds

Recipients of NAHTF funds are advised to carefully review their NAHTF Contract before implementing the funded project. Contained within the contract is a section entitled Special Conditions for Release of Funds. The section begins by stating “Funding of the amount stipulated in §1.01 will not be released to the Recipient by the Department until the following Special Conditions for Release of Funds are met.” These Special Conditions must be satisfactorily completed by the identified date, or the Department reserves the right to cancel the contract if these special conditions are not met within this specified time frame.

Note: Project costs cannot be obligated or incurred prior to the Department issuing a written Notice of Release of Fund to the grantee.

Typical Special Conditions for Release of Funds

The list below represents a list of typical standard special conditions. However, all NAHTF Contracts are tailored to a specific project with unique standard conditions. The Special Conditions for Release of Funds in the NAHTF Contract must be satisfied before the Notice of Release of Funds will be issued for that project. Review the Department website for more information.

- NAHTF Program Grantee (Recipient) Information Sheet
Documentation that the grantee has completed and returned this form.
- NAHTF Authorization to Request Funds
Documentation that the grantee has completed and returned this form.
- Environmental Review
Documentation is required by the Department evidencing the grantee's completion of its responsibilities for environmental review and decision making pertaining to the HOME Project, and its compliance with the National Environmental Policy Act of 1969 (NEPA), and other provisions of Federal law as specified in 24 C.F.R. Part 58, which furthers the purposes of NEPA. (See Chapter 8 – Environmental Review)
- Procurement Standards
Documentation is required evidencing adoption of appropriate procurement standards.
- Fair Housing
Documentation that the grantee has specifically provided a description of the actions it will take during the course of the NAHTF Project to fulfill the requirements to affirmatively further fair housing. (See later in this chapter for more guidance on fair housing)

In addition, additional Special Conditions may be included in the contract and include Program Guidelines and Rehabilitation Procedures.

Disclaimer: The above list represents a list of typical standard special conditions, however all NAHTF Contracts are tailored to a specific project with unique standard conditions. The Special Conditions for Release of Funds in the NAHTF Contract must be satisfied before the Notice of Release of Funds will be issued for that project.

Affordability Requirements

The time of performance of a NAHTF project, as stated in the contract, is generally one, two or three years. However, NAHTF grants are considered conditional grants with the conditional nature of the grant removed following fulfillment of all terms and conditions of the NAHTF Contract, which may include monitoring and enforcing the affordability restrictions with regards to rent and income restrictions. Please read the chapters on homeowner, homebuyer and rental for more details on compliance with periods of affordability.

Affordability periods range up to twenty years. It is not until full compliance is met by the grantee at the end of the affordability period(s) that the contract is fulfilled. Failure to fulfill the contract through the end of the required affordability period(s) subjects the grantee to actions by the Department including possible repayment.

Special Requirements and Assurances

In PART V: SPECIAL REQUIREMENTS AND ASSURANCES the grantee agrees to comply with the requirements of the Revised Statutes of Nebraska as they are in effect at the time of execution of the contract, and as such statutes may be amended, from time to time, subsequent to execution of the contract. These statutes include, but are not limited to, the following (and then the contract lists a number of items such as the Relocation Assistance Act, the Nebraska Fair Housing Act and the Uniform Procedures for Acquiring Private Property for Public Use).

The grantee must gain understanding of all the requirements that they are agreeing to comply with. The following is meant as a summary of some of the requirements and not a complete coverage of the responsibilities of NAHTF grantees.

- Recipient acknowledges it may not discriminate in its operation or in Project activities on the basis of age, religion, sex, race, color, national origin, disability or familial status.
- Recipient agrees to comply with all provisions of the Americans with Disabilities Act with respect to hiring, training and employment practices, including reasonable accommodation of persons with disabilities in hiring, training, and employment practices; and in assuring access to persons with disabilities to facilities and services provided by the Recipient to the general public.

The Recipient agrees to comply with all federal and local laws applicable to Project and applicable to the use of Trust Funds, including, but not limited to, the following:

Title VI of the Civil Rights Act of 1964

Provides that no person shall be excluded from participation in, denied program benefits of, or subject to discrimination based on race, color and/or national origin under any program or activity receiving federal financial assistance (Regulations implementing the provisions for HUD programs may be found in 24 CFR Part 1).

Age Discrimination Act of 1975

Provides that no person shall be excluded from participation in, denied program benefits of, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance (Regulations in 24 CFR Part 146).

Section 504 of the Rehabilitation Act of 1973

Prohibits discrimination in federally assisted programs on the basis of handicap. Section 504 imposes requirements to ensure that "qualified individuals with handicaps" have access to programs and activities that receive federal funds.

Under Section 504, recipients and subrecipients are defined more broadly than under the HOME program. Section 504 recipients and subrecipients include any entity that receives federal funding (for example, a subrecipient or CHDO). The specific requirements under Section 504 are summarized in Attachment 2.

- For any recipient or subrecipient principally involved in housing or social services, *all* of the activities of the agency --not just those directly receiving federal assistance --are covered under Section 504.
- Contractors and vendors are subject to Section 504 requirements only in the work they do on behalf of a recipient or subrecipient.
- The ultimate beneficiary of the federal assistance is not subject to Section 504 requirements.
- Under Section 504, recipients and subrecipients are *not* required to take actions that create undue financial and administrative burdens or alter the fundamental nature of the program.

Architectural Barriers Act of 1968

Title VIII of the Civil Rights Act of 1968, As Amended by the Fair Housing Amendments Act of 1988

This law, seeking fair housing practices throughout the United States, prohibits any person from discriminating in activities associated with housing, because of race, color, national origin, religion, sex, handicap, or familial status. The grantee must also administer programs and activities relating to housing and urban development in a manner that affirmatively promotes fair housing and furthers the purposes of Title VIII. Fair Housing Act implementing regulations may be found in 24 CFR Part 100-115.

National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58

Historic Preservation

The grantee will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. §470), Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. §469 a-1, et. seq.) by doing both of the following:

1. Consulting with the state Historical Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.0) by the proposed activity.
2. Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.

Flood Insurance

The grantee will comply with the flood insurance purchase requirement of §102(a) of the Flood Disaster Protection Act of 1973. §102(a) requires, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards.

Fair Labor Standards Act of 1938

Establishes the basic minimum wage for all work and requires the payment of overtime at the rate of at least time and one-half. It also requires the payment of wages for the entire time that an employee is required or permitted to work, and establishes child labor standards.

Contract Work Hours and Safety Standards Act

Provides that mechanics and laborers employed on federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.

Affirmatively Furthering Fair Housing

All NAHTF grantees, regardless of the type of NAHTF project, must certify that they will affirmatively further fair housing in the community (Title VIII of the Civil Rights Act of 1968). This requirement dictates some form of action to be taken by the grantee, not just passive compliance with existing laws and ordinances. The requirement must be undertaken by all DED NAHTF grantees each time a grant is awarded.

Fair housing is generally thought of as the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. Local governments, because of their influence and power, are in the most effective position to promote fair housing. NAHTF grantees make a commitment to Affirmatively Further Fair Housing in the community as a recipient of NAHTF funds. Although DED has a specific action requirement, it is important for grantees to be aware that this is a commitment to understand every individual's fair housing rights and ensure all local policies and practices do not hinder fair housing and when appropriate actively further fair housing.

Grantees, as a Special Conditions requirement must:

- (1) Identify a local contact, preferably an employee or elected official of the local government, as the community Fair Housing representative that will actively promote fair housing and ensure potential fair housing violations are reported to the appropriate agencies. DED does not expect, or recommend, that the community Fair Housing representative take on the responsibility of deciding whether specific complaints are legitimate violations of the Fair Housing Act. Instead the Fair Housing representative needs to make individuals aware of the agencies that can assist them with investigating and resolving a complaint that is potentially a violation of the Act.
- (2) Inform the Department of a specific action they will undertake to further fair housing and clearly document the action that was taken in the project file. Documentation of the Fair Housing Action can include newspaper articles, meeting and board minutes, contracts and agreements with workshop presenters, sign-in sheets, web-sites, and video files.

Standard, minimal actions that may be undertaken without additional actions only by a grantee village that it is a first-time recipient of NAHTF funds and with permission from the DED program representative:

- Add the Equal Opportunity Fair Housing logo to official letterhead.

- Prominently display posters, logo, and informational material on fair housing in the village office and community meeting places.
- Pass a Fair Housing Resolution with a commitment to fair housing and measurable action steps to promote fair housing.

Acceptable Fair Housing Actions for purposes of meeting the Special Conditions requirement that Affirmatively Further Fair Housing:

- Undertake a review of existing ordinances, zoning, and land use practices for discriminatory policies and practices. Document the review and make it available to the public. Develop a Fair Housing Plan with corresponding action steps to address discriminatory policies and practices.
- Take an action step identified in your Fair Housing Plan that has not been previously taken.
- Develop a community Fair Housing web-page which prominently displays the community's commitment to Further Fair Housing on the community web-site including links to fair housing enforcement and education agencies such as the Nebraska Equal Opportunity Commission, the Fair Housing Center of Nebraska-Iowa, and HUD.
- Enhance the community's Fair Housing Web-page with additional resource and education materials.
- Print a notice or advertisement that appears in a prominent location of the local newspaper that states that the grantee is an active supporter of fair housing laws. The notice or advertisement must include the contact information for the community Fair Housing representative.
- Support and participate in an educational program coordinated with local realtors, home builders, and/or mortgage lenders designed to provide information on fair housing rights.
- Provide a housing referral and counseling services session with fair housing advocates to assist minorities, women, and persons with disabilities seeking housing within the grantee's jurisdiction.
- Host an informational fair housing session for local employers to encourage cooperation in efforts to find housing for their employees and to promote equal housing choices within the community.
- Speak to an elementary school class about the Fair Housing rights of the children and their families.
- Request assistance from the Nebraska Equal Opportunity Commission or other advocacy groups to host a fair housing informational or technical assistance seminar in your community or region.
- Sponsor a billboard that informs citizens of their basic fair housing rights and contacts if they feel they have experienced discrimination.

When promoting fair housing it is sometimes more effective to refer to the injustice of "housing discrimination" in materials for the public as most people are familiar with the concept of discrimination.

Basic Facts about Individual Rights and other components in the Fair Housing Act

What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

What Is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale, or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.

In Addition: It is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

Additional Protection if You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability

your landlord **may not**:

- Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
- Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.

Example: A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Requirements for New Buildings

In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.

These requirements for new buildings do not replace any more stringent standards in State or local law.

Housing Opportunities for Families

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:

- A parent
- A person who has legal custody of the child or children or
- The designee of the parent or legal custodian, with the parent or custodian's written permission.

Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.

Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:

- The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
- It is occupied solely by persons who are 62 or older or
- It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a policy that demonstrates an intent to house persons who are 55 or older.

A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.

If You Think Your Rights Have Been Violated

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, the Housing Discrimination Complaint Form is available for you to download, complete and return, or complete online and submit, or you may write HUD a letter, or telephone the HUD Office nearest you. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification to the housing involved
- A short description to the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) to the alleged violation

Where to Write or Call:

Send the Housing Discrimination Complaint Form or a letter to the HUD Office nearest you or you may call that office directly.

If You Are Disabled:

HUD also provides:

- A toll-free TTY phone for the hearing impaired: 1-800-927-9275.
- Interpreters
- Tapes and Braille materials
- Assistance in reading and completing forms

What Happens when You File a Complaint?

HUD will notify you when it receives your complaint. Normally, HUD also will:

- Notify the alleged violator of your complaint and permit that person to submit an answer
- Investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated
- Notify you if it cannot complete an investigation within 100 days of receiving your complaint

Release of Funds

Upon receiving the “Notice of Release of Funds” letter, the grantee may obligate non-general administrative costs, set-up activities and draw down funds for eligible costs incurred. A Release of Funds will not be approved if there are any unresolved audit findings relating to a past grant and remains unresolved beyond the normal period or is deemed to be extreme misconduct.

Requesting NAHTF Funds

The grantee must complete and send to the Department a Request for NAHTF funds only as funds are needed for the project. NAHTF funds will be disbursed electronically to the grantee’s bank. The grantee has only 15 working days to spend NAHTF funds following receipt. More information on requesting funds is available in Chapter 12 - Financial.

Amendments/Extensions

Grantees must request approval from the Department for any of the following four changes:

1. Extension of contract end date
2. Decreases in proposed accomplishments
3. Amendments to housing program guidelines, tenant selection and/or lease agreement
4. Budget Amendment

The Department will review amendment requests using the following factors:

- (a) The strength of the project as amended compared to projects that were not funded.
- (b) Grantee’s performance and capacity. An on-site visit may be required before a determination can be made.

A NAHTF Contract Amendment Request Form that details the required documentation to include in a contract change request is available at the Department’s website.

Request requirements for the four changes are:

1. Changes to the budget:

- Original Contract Budget Approved
- Proposed Budget After Amendment
- Attachment 1

Letter from the Chief Elected Official or the Authorized Official, including:

- Certification that the governing body has approved the budget amendment.
- Identification and reasons for the proposed budget amendment, including:
 - Changes to the nature of the project requiring the amendment.
 - Steps being taken to avoid any future amendment requests for the same reasons.
- If additional local matching funds are required as a result of this amendment, certification that such funds are available.
- If the amendment includes a new activity, certification that the activity meets the national objective.
- Attachment 2
Minutes from the public hearing (for local governments) or board meeting (for non-profits and local housing authorities) held on the proposed amendment.
- Attachment 3
If the budget amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity
- Attachment 4
Certification of re-evaluation of the environmental assessment (this form is included in Chapter 7 – Environmental Review)

2. Extensions of the contract end date

- Original Contract End Date
- Current Contract End Date including any previously approved extensions
- Proposed Contract End Date
- Attachment 1
A letter from the Chief Elected Official or the Authorized Official stating the following:
 - Certification that the governing body has approved the extension.
 - Identification and reasons for the proposed amendment, including:
 - Changes to the nature of the project requiring the amendment.
 - Steps being taken to avoid future amendment requests for the same reasons.
 - If additional local matching funds are required as a result of this extension, certification that such funds are available.
- Attachment 2
A revised implementation schedule showing when major milestones will be completed for each activity

3. Decreases in proposed accomplishments
 - Original Proposed Accomplishments.
 - Current Proposed Accomplishments.
 - Attachment 1: A letter from the Chief Elected Official or the Authorized Official stating the following:
 - Certification that the governing body has approved the decrease in proposed accomplishments;
 - Identification and reasons for the proposed amendment; including:
 - Changes to the nature of the project requiring the amendment;
 - Steps being taken to avoid any future amendment requests for the same reasons
 - If additional local matching funds are required as a result of this decrease, certification that such funds are available.
 - Attachment 2: A revised implementation schedule showing when major milestones will be completed for each activity
4. Amendments to housing program guidelines
 - Attachment 1
Letter from the Chief Elected Official or the Authorized Official stating all of the following:
 - Certification that the governing body has approved the amendment to the housing program guidelines;
 - Identification and reasons for the proposed amendment;
 - If additional local matching funds are required as a result of this amendment, certification that such funds are available.
 - Attachment 2
If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing when major milestones will be completed for each activity
 - Attachment 3: A complete copy of the proposed revised housing program guidelines

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
NEBRASKA AFFORDABLE HOUSING TRUST FUND PROGRAM
(regarding homeownership project)
CONTRACT NO. 10-TFXX-000**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department"), and [name, status, address] ("Recipient"), upon the date of signature by both parties.

RECITALS:

A. Pursuant to the Nebraska Affordable Housing Trust Fund Act ("Act"), the Department is directed to administer the funds made available pursuant to the Act and on deposit in the Affordable Housing Trust Fund ("Trust Fund"; and money therein "Trust Funds").

B. The Department has been designated and empowered to receive, administer, and disburse Trust Funds to achieve an adequate supply of affordable housing for low-to-moderate income Nebraskans, all in accordance with the Act; the Rules and Regulations Concerning the Administration of the Affordable Housing Act, Title 86, Nebraska Administrative Code, Chapter 5 ("Rules"); the Nebraska Affordable Housing Trust Fund Program Guidelines ("Guidelines") published by the Department; and the NAHTF Administration Manual ("NAHTF Manual") published by the Department; which Act, Rules, Guidelines, and NAHTF Manual are incorporated herein by this reference (collectively the "Program").

C. The Recipient has submitted an application ("Application") to the Department, which Application the Department has approved, which Application is incorporated herein by this reference, setting forth a project to provide affordable housing for low-to-moderate income Nebraskans, using Trust Funds. The project consists of housing units located, or to be located, in [Anytown], Nebraska, as such units are described, and as the project requirements are prescribed, in this paragraph and in the *Table of Project Requirements* found on the next [following] page[s] of this contract, which *Table* is incorporated within this paragraph by this reference, (the "Project"). The Trust Funds assistance will provide funds for [providing assistance in owner-occupied home rehabilitation activities, other].

D. The Project housing units are to be owned by homebuyers or owner-occupiers (as the case may be) who qualify as eligible for assistance under the Program and as eligible under the terms of the Project approved in the Application.

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All percentage references in this table, e.g., 60%, include the implied phrase "at or below" prior to the % and the implied phrase "of the area median income per the most recent HUD income limits" after the %.

Table of Project Requirements (for homebuyer assistance, or owner-occupied rehabilitation, project)						
Requirement Descriptions		Data/Comment				
Total number of units in the Project→		00				
Total number of NAHTF-assisted units→		00				
Number of NAHTF units 100% for HOME Very Low-Income Limits x 2		00				
Number of NAHTF units 80% for HOME Low-Income Limits		00				
Number of NAHTF units 60% for HOME 60% Income Limits		00				
Number of NAHTF units 50% for HOME Very-Low Income Limits		00				
Affordability period, if any (source and duration)→		<input type="checkbox"/> HUD-imposed affordability period, specified in Part III of this contract		<input checked="" type="checkbox"/> Nebraska-imposed affordability period, specified in Part III of this contract		
Project is subject to: resale restrictions; or to recapture provisions; or to other affordability ensuring provisions—as checkbox marked here and as described in §3.03 of this contract. If no checkbox is marked here, the omission was inadvertent in the preparation of this contract, and the invocation of <u>recapture</u> provisions will be deemed to apply to this contract.						
<input type="checkbox"/> Resale restrictions <input checked="" type="checkbox"/> Recapture provisions will be invoked <input type="checkbox"/> Other						
Categories of homebuyers/homeowners to be served→	<input checked="" type="checkbox"/> No restrictions	<input type="checkbox"/> Elderly aged 62 and older	<input type="checkbox"/> Elderly aged 55 and older	<input type="checkbox"/> Persons w/ disabilities (particulars below)	<input type="checkbox"/> 'Other' (particulars below)	[Reserved]
Particulars as to persons w/disabilities or as to 'Other' category→ Not applicable.						

AGREEMENT:

Premised on the Recitals above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Conditional Nature of, and Amount of, the Award of Trust Funds; and Manner of Disbursement to Recipient.

The Department will disburse Trust Funds to the Recipient, for the Project, as a **conditional grant**, in a total amount not to exceed **\$000**. The Trust Funds will in turn be used by the Recipient to carry out the Project.

The conditions making the grant a conditional grant include compliance with all the terms and conditions of this contract, most particularly including monitoring and enforcing: (a) the eligibility requirements (including the income eligibility, ownership of the property eligibility, and the occupancy as the principal residence of the homebuyer/homeowner requirement); and (b) the affordability period requirements through the imposition of liens, recapture requirements, or resale restrictions; as required under the Program. If all conditions are satisfied, then the grant will be declared unconditional.

The Recipient will be held responsible for full repayment of the conditional grant to the Department unless and until unconditional grant status is achieved. If the Recipient is required to repay all or any portion of the conditional grant to the Department, the Recipient may, of course, pursue reimbursement of such funds (the funds the Recipient pays to the Department) from the homeowner through enforcement of whatever contractual arrangements for repayment from the homeowner the Recipient may have. This may include: promissory notes, or attendant collateral lien instruments, or land use restriction agreements, or deed restrictions, or a combination of one or more of such; as the Recipient may have as part of its arrangements with the homeowner. The Recipient is responsible for securing its position with respect to the homeowner and the real estate involved in the Project.

Disbursements will be made to the Recipient upon the request of the Recipient, in the form and manner prescribed by the Department, and must be supported by documentation as required by the Department. All administrative and fiscal requirements for drawing Trust Funds will be the responsibility of the Recipient.

Disbursements may not be requested until the Trust Funds are needed for payment of eligible costs. The amount of disbursement requests must be limited to the amount needed.

§1.02 Use of Trust Funds.

The Trust Funds will be used for the Project, as more particularly described in Paragraph C of the Recitals above. The Trust Funds will be used solely for the stated and approved purposes set forth in the Application and this contract.

§1.03 Time of Performance.

The period covered under this contract will be [24][36] months from [date]. The termination date of this contract will be [date]. All of the required activities and services, except for administration and audit, will be completed by or before this date.

§1.04 Incorporation of RECITALS Paragraphs as Agreed Terms of Contract.

All provisions of paragraphs A, B, C, and D of the RECITALS above are incorporated as agreed provisions of the contract.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount specified in §1.01 will not be released to the Recipient by the Department until the following Special Conditions for Release of Funds are met. These special conditions must be satisfactorily completed no later than [date]. The Department reserves the right to cancel the contract if these special conditions are not met within this specified time frame.

§2.01 NAHTF Program Grantee (Recipient) Information Sheet.

Recipient must complete and return a NAHTF Program Grantee (Recipient) Information Sheet as prescribed by the Department.

§2.02 NAHTF Authorization to Request Funds.

Recipient must complete and return a NAHTF Authorization to Request Funds form as prescribed by the Department.

§2.03 Environmental Review.

Documentation is required by the Department evidencing the Recipient's completion of its responsibilities for environmental review and decision making pertaining to the Project.

§2.04 Procurement Standards.

Documentation is required by the Department evidencing the Recipient's adoption of appropriate procurement standards as specified in the NAHTF Manual chapter addressing procurement.

§2.05 Fair Housing.

Documentation identifying the Recipient's fair housing representative, including the representative's name and contact information. The Recipient must also submit a description of the actions they will take during the course of the Project to fulfill the requirements to affirmatively further fair housing, and submit documentation demonstrating the actions that were actually taken. The requirement to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the Project.

§2.06 Other Special Conditions.

None.

All of the following must be approved, in writing, as acceptable to the Department, by the Department's Program Representative for Recipient's program:

- (a) Recipient's program guidelines.
- (b) If applicable to Recipient's program, Recipient's rehabilitation procedures incorporating HUD's lead-based paint regulation requirements.

PART III: SOURCES AND USES OF FUNDS; PROJECT DESCRIPTION; AND OTHER REQUIRED CONDITIONS GOVERNING THE USE OF TRUST FUNDS.

§3.01 Sources and Uses of Funds.

Sources and Uses of Funds for the Project are shown in the table below.

SOURCES →	NAHTF	Other	TOTAL
USES (Activities) ↓			
0000 [description]	\$0	\$0	\$0
0580 Housing management	\$0	\$0	\$0
0181 General administration	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0

§3.02 Project Description.

The Project is particularly described in Paragraph C of the Recitals above.

§3.03 Other Required Conditions Governing the Use of Trust Funds.

The Project must comply with all the requirements of the Program (the Act, the Rules, the Guidelines, and the NAHTF Manual). Requirements of the Program include meeting many of the requirements of the *HOME Investment Partnership Program*, including the federal rules and regulations promulgated as the final HOME Rules at 24 C.F.R. Part 92 ("HOME Rules"). Thus the Project must be completed, and following completion subsequently managed, in conformance with this contract and all provisions of the Program, including, but not limited to, the following matters.

The conditional grant awarded by this contract must be repaid by the Recipient if the Project housing does not meet the affordability requirements of this contract and of the Program throughout the entire appropriate period of affordability.

The affordability requirements relate to the eligibility requirements (including the income eligibility, ownership of the property eligibility, and the occupancy as the principal residence of the homebuyer/homeowner requirement) which must be enforced throughout the affordability period by the Recipient.

The Recipient must enforce the eligibility requirements and the affordability requirements through the imposition of liens (such as mortgages or deeds of trust), deed restrictions, recapture requirements, resale restrictions, or a combination of such as applicable to the situation; as required under the Program.

The Department may require from the Recipient, at any time during the time of performance of this contract and during the period of affordability, documentation verifying the existence of, and proper recordation of, the necessary and appropriate liens, deed restrictions, and land use restriction agreements for enforcement of the affordability and eligibility requirements and restrictions. The liens, deed restrictions and restrictive covenants must, in legal terms of art, "touch and concern" the land, "burden and benefit" the respective parties, and "run with the land" so as to be binding upon the homeowner and any successors in title to the applicable Project real estate, and upon heirs, legal representatives, successors or assigns.

Trust Funds-assisted units will remain affordable, beginning after Project completion, for the affordability period established in Recipient's own program guidelines as reflected in the Application, or for the affordability period reflected in the following table (whichever is more stringent, i.e., longer):

Trust Funds invested per Trust Funds-assisted unit:	State imposed length of period of affordability:
Under \$15,000	5 years None
\$15,000 to \$40,000	10 years None
Over \$40,000	15 years None

Monitoring and Documentation Duties of the Recipient During the Period of Affordability. During the period of affordability, the Recipient will undertake, be responsible for, and complete, the following monitoring activities; and will maintain documentation of such monitoring activities, on a current basis and continuing through five years after the period of affordability: Review any and all transfers of Project property to ensure that it is affordable to purchasers subsequent to the original homeowner and that subsequent purchasers are eligible, or, if such is not the case, ensure that recapture requirements are met.

If the housing does not continue to be the principal residence of the original homeowner for the duration of the period of affordability, then:

Resale restrictions will apply. Resale restrictions must ensure that the housing is made available for subsequent sale only to a Program eligible buyer and that such buyer will use the property as their principal residence.

or

Recapture provisions will be invoked to ensure recouping of Trust Funds. Several recapture options are available, two of the most commonly used being

mentioned below.

The entire amount of Trust Funds subsidy, or the "net proceeds" from sale if such net proceeds are less than the entire amount of the Trust Funds subsidy, will be recaptured. Net proceeds in this context means the sales price of the home minus loan repayments (other than repayment of Trust Funds) and minus normal closing costs.

or

The Trust Funds subsidy to be recaptured may be reduced on a pro rata basis comparing the years (rounded down to the nearest whole year) the homeowner has owned and occupied the housing, measured against the required affordability period. To illustrate application of this formula, if a homeowner has owned the housing for four years as against a 10-year period of affordability associated with a \$20,000 Trust Fund-assistance amount, the calculation of the pro rata required recapture is:

$4/10 \times \$20,000 = \$8,000$ reduction. \$20,000 total Trust Fund-assistance minus \$8,000 pro rata reduction = \$12,000 to be recaptured.

The applicability of resale restrictions, or recapture provisions, for this contract is determined by the checkbox markings in the *Table of Project Requirements* referred to and found in the Recitals to this contract beginning on the first page of this contract.

Termination/Revival of affordability restrictions. Affordability restrictions may terminate upon the occurrence of events such as foreclosure or a transfer in lieu of foreclosure. Affordability restrictions shall be revived according to their original terms if, during the original affordability period, the owner of record before the termination event, or any newly formed entity that includes the former owner or those with whom the former has or had family or business ties, obtains an ownership interest in the housing.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Accounting For Trust Funds by the Recipient.

The Trust Funds will be accounted for separately upon the books and records of the Recipient, in such manner as to allow funds tracing and a current status review of the Trust Funds at all times. A separate bank account for the Trust Funds is not required. The Recipient will keep all records concerning the Trust Funds in a manner which is consistent with generally accepted accounting principles. Payments from such Trust Funds will be obligations incurred in the performance of this contract; and will be supported by contracts, invoices, brochures, and other data, as appropriate, evidencing the necessity for such expenditures.

Requirements regarding disbursements from the Department to the Recipient are addressed in §1.01 of this contract.

§4.02 Designation of Officials to Execute Contract and Amendments.

The Director of the Department (or their designee) is the official authorized to execute this contract and any amendments to this contract, on behalf of the Department.

The Chief Elected Official (in the case of a unit of general local government as Recipient); or the Executive Officer (in the case of a Recipient which is not a government entity); of the Recipient is the official authorized to execute this contract and any amendments to this contract, on behalf of the Recipient.

The Recipient or the Department may request amendments to this contract. Amendments will not take effect until mutually agreed to in writing by both parties.

By signing this contract, the Recipient certifies that it possesses legal authority to: accept Trust Funds under the Program; and to carry out the Project.

§4.03 Waiver in Writing.

No conditions or provisions of this contract can be waived unless approved by the Department in writing.

§4.04 Assignment of Interest.

The Recipient will not assign any interest in this contract without the written consent of the Department.

§4.05 Records, Record Keeping Duration, and Record Retention Requirements.

Note that the duration of the eligibility monitoring requirements, and the need to retain the records reflecting such monitoring, (for five years after the period of affordability for the Project) are referenced earlier in this contract as part of §3.03.

The Recipient agrees to keep other, general records concerning the Project as the Department may require, for five years after the Department issues to the Recipient a Certificate of Completion for the Project.

If any claim, litigation, or audit is started before the expiration of the record retention periods, the records must be retained until all claims, litigation, or audit findings involving the records have been resolved.

§4.06 Access to, and Inspection of, Records.

The Department and duly authorized officials of the state and the federal government will have full access to; and the right to examine, audit, excerpt, and transcribe; any of the Recipient's records pertaining to all matters covered by this contract.

§4.07 Performance Reviews; Audits; and Project Final Reports to the Department.

The Department may conduct performance review monitoring visitations, and may audit the Recipient's records, including records that are part of the matching contribution (if any), for compliance with this contract. In addition to performance reviews and compliance audits, a cost certification audit may either be conducted by the Department, or requested by the Department to be done by independent accountants, at the Recipient's expense.

The Trust Funds are subject to audit in the manner specified by the Department according to the Program.

Within 90 days following completion of all work on the Project and final disbursement of the Trust Funds, the Recipient shall provide to the Department, in a format as prescribed by the Department, the following project completion reports: (a) Final Performance Report; and, (b) Final Financial Report.

§4.08 Conflict of Interest.

No officer, employee, or agent of the Recipient will participate in the selection, or in the award or administration, of a contract supported by the Trust Funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when:

- (a) the employee, officer, or agent; or,
- (b) any member of their immediate family; or,
- (c) their partner; or
- (d) an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the person or entity selected for contracting.

The Recipient's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements, during the time of performance of this contract or for one year after closeout. This stipulation must be included in all other contracts and subcontracts to this contract.

Upon written request by the Recipient, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Program. These exceptions are granted by the Department.

§4.09 Non-Waiver.

The Department's failure to insist upon strict performance of any provision of this contract, or to exercise any right based upon breach, will not constitute a waiver of any right under this contract.

§4.10 Entire Agreement, Binding Effect, and Counterparts.

This contract, along with any attachments, the approved Project application, and those items incorporated by reference or statutes or regulations referenced herein, contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

This agreement will be binding upon, and will inure to the benefit of, the successors, assigns, and legal representatives of the parties.

This agreement, or any amendment of this agreement, may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement (or amendment, as the case may be).

§4.11 Termination by Agreement.

This contract may be terminated in whole or in part, prior to the completion of the Project, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of Trust Funds. The parties must agree on the termination conditions, including the effective date and the portion to be terminated. The Recipient will not incur new obligations for the terminated portion after the effective date, and will cancel as many outstanding obligations as possible. If a release of funds has been achieved, the Department will make funds available to the Recipient to pay for allowable expenses incurred before the effective date of termination.

§4.12 Termination of Contract Due to Loss of Trust Funds Funding to Department.

This contract will terminate in full or in part, at the discretion of the Department, in the event the Department suffers a loss of funding which permits it to fund the Recipient so that it is unable to make payment to the Recipient. In the event the Department suffers such a loss of funding, the Department will give the Recipient written notice which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

§4.13 Suspension, or Termination, of Contract for Material Breach.

In the event of a material breach of the terms of this contract by the Recipient, the Department may take the following actions:

- (a) Suspend the contract, and withhold payments and prohibit the Recipient from incurring additional obligations, pending corrective action by the Recipient.
- (b) Terminate the contract in whole, or in part, at any time before Project completion. The Department will notify the Recipient in writing of the determination of, the reasons for, and the effective date of, the termination. Payments made to the Recipient, or recoveries by the Department, under contracts terminated for material breach under this contract section, will be in accord with the legal rights and liabilities of the parties. The Recipient will return to the Department all unencumbered funds. Any costs previously paid by the Department which are subsequently determined to be unallowable through audit and close-out procedures may be recovered from present Trust Funds or deducted from future awards to the Recipient, if any.

§4.14 State Liability Non-Liability/Hold Harmless.

The Recipient will hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon, or arising out of, any services performed by the Recipient, or by its associates, employees, contractors, and subcontractors under this contract.

§4.15 Governing Law.

This agreement shall be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of; the State of Nebraska.

§4.16 Verification of Work Eligibility Status for New Employees.

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with Recipient's subcontractors.

A failure by the Recipient to adhere to these requirements is violative of the statutory requirements in Neb. Rev. Stat. §4-114 and as such will be deemed a substantial breach of this contract which could result in the Department declaring Recipient to be in default on the contract.

§4.17 Verification of Lawful Presence for Public Benefits Eligibility (as required of applicants benefited by this contract).

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States.

Public benefits are statutorily defined broadly (see Neb. Rev. Stat. §4-109), with some exemptions from the verification of lawful presence requirement set forth in Neb. Rev. Stat. §4-110. For the purposes of this contract, the Department has determined the Recipient is, in the performance of Recipient's contractual duties, providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Recipient shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form, available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The attestation form is also reproduced on a following page of this contract.

Such form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act, 8 U.S.C. 1101 et seq. (as such federal statute existed on January 1, 2009, or as it may be subsequently amended). If the applicant attests they are a qualified alien, Recipient shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Recipient shall:

1. retain the attestation form, and retain any additional verification documentation required because the applicant attested they were a qualified alien.
2. provide such attestation form and other documentation (or copies thereof) to the Department of Economic Development upon the request of such Department.
3. maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract; and, (b) the number of applicants rejected pursuant to the lawful presence requirement (which is the subject matter of the procedural, attestation, and verification requirements set forth in the Nebraska statutes and contractual provisions above).

4. provide a summary report to the Department of Economic Development, no later than December 31st each calendar year, reflecting data for such calendar year (or portion of such year when there is not a full, calendar year of activity under this contract), so as to allow the Department to fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements. The Department's annual report to the Nebraska Legislature is due January 31st each year.

PART V: SPECIAL REQUIREMENTS AND ASSURANCES.

The Recipient agrees to comply with all applicable provisions of the Revised Statutes of Nebraska as they are in effect at the time of execution of the contract, and as such statutes may be amended, from time to time, subsequent to execution of the contract. These statutes include, but are not limited to, the following:

- Relocation Assistance Act, §§ 76-1214 to 76-1242, Reissue Revised Statutes of Nebraska (1996).
- Nebraska Fair Housing Act, §§ 20-301 to 20-344, Reissue Revised Statutes of Nebraska (1997).
- Uniform Procedures for Acquiring Private Property for Public Use, §§ 25-2501 to 25-2506, Reissue Revised Statutes of Nebraska (1995).

Per relevant federal and state statutes, and as per the Guidelines, the Recipient acknowledges it may not discriminate in its operation or in Project activities on the basis of age, religion, sex, race, color, national origin, disability, or familial status.

The Recipient agrees to comply with all provisions of the Americans With Disabilities Act (ADA) with respect to hiring, training, and employment practices, including reasonable accommodation of persons with disabilities in hiring, training, and employment practices; and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

The Recipient agrees to comply with all federal and local laws applicable to the Project and applicable to the use of Trust Funds, including, but not limited to, the following:

- Civil Rights Act of 1964.
- Age Discrimination Act of 1975.
- Section 504 of the Rehabilitation Act of 1973.
- Architectural Barriers Act of 1968.
- Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.
- Flood Disaster Protection Act of 1973.
- National Environmental Policy Act of 1969.
- National Historic Preservation Act of 1966.
- Fair Labor Standards Act of 1938, as amended.
- Contract Work Hours and Safety Standards Act.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract and agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	RECIPIENT → [name]
By: _____ (Director or Designee)	By: _____ ([Chief Elected Official] [Executive Officer])
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)
	_____ (Federal Identification Number)

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows:
_____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<hr/> (first, middle, last)
SIGNATURE	<hr/> <hr/>
DATE	<hr/> <hr/>

Section 504 Requirements

Removal of Physical Barriers

- For **new construction** of multi-family projects, 5 percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2 percent of the units (but not less than one unit) must be accessible to individuals with sensory impairments.
- The Section 504 definition of **substantial rehabilitation** multi-family projects includes construction in a project with 15 or more units for which the rehabilitation costs will be 75 percent or more of the replacement cost. In such developments, 5 percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2 percent (but not less than one unit) must be accessible to individuals with sensory impairments.
- When **rehabilitation less extensive than substantial rehabilitation** is undertaken, alterations must, to the maximum extent feasible, make the unit accessible to and usable by individuals with handicaps, until 5 percent of the units are accessible to people with mobility impairments. Alterations to common spaces must, to the maximum extent feasible, make the project accessible.
- Accessible units must be, to the maximum extent feasible, distributed throughout projects and sites and must be available in a sufficient range of sizes and amenities so as to not limit choice.
- Owners and managers of projects with accessible units must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with handicaps. They also must take reasonable non-discriminatory steps to maximize use of such units by eligible individuals.
- When an accessible unit becomes vacant, before offering the unit to a non-handicapped individual, the owner/ manager should offer the unit: first, to a current occupant of the project requiring the accessibility feature; and second, to an eligible qualified applicant on the waiting list requiring the accessibility features.
- The usual standards for ensuring compliance with Section 504 are the Uniform Federal Accessibility Standards (UFAS), although deviations are permitted in specific circumstances.

Provide Program Accessibility

- Individuals with handicaps must be able to find out about, apply for and participate in federally-assisted programs or activities.
- Special communication systems may be needed for outreach and ongoing communication (e. g., Telecommunications Devices for the Deaf (TDD), materials on tape or in Braille, accessible locations for activities and meetings).
- Policies and procedures must be non-discriminatory (e. g., housing providers may not ask people with handicaps questions not asked of all applicants, screen individuals with handicaps differently or assess an individual's ability to live independently).

Make Employment Accessible

- Employers must not discriminate.
- Employers must remove physical and administrative barriers to employment.
- Employers must make reasonable accommodations for individuals with known handicaps (e. g., job restructuring, providing readers or sign interpreters, making facilities accessible).

Administrative Requirements

- If recipients or subrecipients have 15 or more employees, they must:
 - designate a Section 504 Coordinator, and
 - notify program participants and employees of non-discrimination policies.
- All recipients and subrecipients must conduct self-evaluations of compliance with Section 504.