

## NeighborWorks America Contractor Code of Business Ethics and Conduct

As a condition of doing business with NeighborWorks America, Contractor expressly warrants and represents that it will conduct itself with the highest degree of integrity and honesty, and that all goods provided or services performed will be done in a professional manner consistent with the highest industry standards. To that end, Contractor agrees to abide by the following Code of Business Ethics and Conduct:

1. Contractor will have a written code of business ethics and conduct. In order to promote compliance, Contractor will make that document available to all employees performing under the Contract for NeighborWorks America and will implement a training program for its employees. Contractor will also have an internal control system that: (i) is suitable to the size of the company and extent of its Contract performance, (ii) facilitates timely discovery and disclosure of improper conduct in connection with the Contract, and (iii) ensures corrective measures are promptly instituted and carried out.
2. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.
3. Contractor will notify the Contracting Officer in writing within five (5) business days if at any point during Contract performance period:
  - a. it becomes aware of credible evidence of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, or a violation of the civil False Claims Act. Contractor understands it may be suspended from further performance with NeighborWorks America for knowing failure by a principal to timely disclose any of the above violations;
  - b. it becomes the subject of a debarment or suspension action by a federal agency, or is otherwise deemed ineligible to perform work in federal procurement; or
  - c. it becomes aware of any real or perceived conflicts of interest that arise during the Contract performance period, including personal conflicts of interest and organizational conflicts of interest as described in its Contract with NeighborWorks America.
4. If Contractor becomes aware that NeighborWorks America has overpaid on an invoice, the Contractor shall remit the overpayment amount to NeighborWorks America. Contractor may be suspended from further performance for NeighborWorks America for knowing failure by a principal to timely disclose credible evidence of significant overpayment.
5. Contractor will pay taxes on earnings from its Contract with NeighborWorks America, as required by law, and will not become delinquent on tax debt owed the U.S. Internal Revenue Service.
6. Contractor will maintain insurance coverage no less than is customary and appropriate for the work and risk involved in the Contract.
7. Contractor will comply with all federal, state, and local laws in performance of its obligations under this Contract.