

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 10(A)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying the County Mayor's action in applying for funds totaling approximately \$8,472,367.00 for 24-30 months beginning in Fiscal Year 2023-2024 through Fiscal Year 2025-2026 from the United States Department of Housing and Urban Development as part of the Youth Homelessness Demonstration Program; approving the County Mayor's action in issuing a request for applications to select non-profit and local government service provider sub-grantees and approving sub-grantees selected; authorizing the County Mayor to receive and expend federal funds, including additional funds should they become available, enter into grant and sub-grant agreements, and exercise amendment, renewal, termination, cancellation, and modification clauses of any agreement entered into pursuant to this resolution; and waiving Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties

Resolution No. R-1145-23

The accompanying resolution was prepared by the Homeless Trust and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.


Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Memorandum



Date: December 12, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Ratifying the County Mayor's or County Mayor's Designee's Action in Applying for Funds Totaling Approximately \$8,472,367.00 for 24-30 months beginning in Fiscal Year 2023-2024 through Fiscal Year 2025-2026 from the United States Department of Housing and Urban Development as part of the Youth Homelessness Demonstration Program; Approving the County Mayor's or County Mayor's Designee's Action in Issuing a Request for Applications to Select Non-Profit Service Provider Sub-Grantees and Approving Sub-Grantees Selected; Authorizing the County Mayor or County Mayor's Designee to Receive and Expend Federal Funds, including Additional Funds should they become Available, Enter into Grant and Sub-Grant Agreements, and Exercise Amendment Renewal, Termination, Cancellation and Modification Clauses of Any Agreement Entered Into Pursuant to this Resolution; and Waiving Resolution R-130-06

Executive Summary

This item ratifies the Homeless Trust's action in applying for new funding of approximately \$8,472,647.00 for 24-30 months, unless extended, beginning in Fiscal Year 2023-2024 through Fiscal Year 2025-2026 from the United States Department of Housing and Urban Development (USHUD) as part of the Youth Homelessness Demonstration Program to house and serve homeless youth 24 years of age and younger, including unaccompanied and pregnant or parenting youth; and approves the issuance of a Request for Applications seeking proposals from non-profits and local governments for housing and services and approves the sub-recipients selected; authorizes the County Mayor or County Mayor's designee to receive and expend federal funds awarded, including additional funds should they become available enter into grant and sub-grant agreements, and exercise amendment, renewal, termination, cancellation and modification clauses of any agreement entered into pursuant to the resolution; and waives Resolution R-130-06.

Recommendation

It is recommended that the Board of County Commissioners (Board) ratifies the Homeless Trust's action in applying for new funding of approximately \$8,472,647.00 from USHUD; authorizes the County Mayor or County Mayor's designee to receive and expend federal funds awarded, including additional funds should they become available; approves the issuance of an RFA seeking proposals from non-profits and local governments for housing and services, approves sub-recipients selected and permits the Homeless Trust to enter into grant and sub-grant agreements exercising amendment, renewal, termination, cancellation and modification clauses of any agreement entered into pursuant to the resolution; and waiving Resolution R-130-06.

Scope

Housing and services will be provided countywide to not-for-profit service providers and municipalities pursuant to applicable regulations.

Delegation of Authority

This item delegates to the County Mayor or County Mayor's designee the authority to receive and expend federal funds in an amount totaling approximately \$8,472,367.00 for 24-30 months beginning in Fiscal Year 2023-2024 through Fiscal Year 2025-2026, including additional funds should they become available, from USHUD as part of the Youth Homelessness Demonstration Program to house and serve homeless youth 24 and younger, including unaccompanied and pregnant or parenting youth; execute all agreements and sub-grant agreements; and exercise amendment, renewal, termination, cancellation and modification clauses of any agreement entered into pursuant to this resolution.

Fiscal Impact/Funding Source

The total amount anticipated to be received competitively is \$8,472,367.00 for 24-30 months, beginning Fiscal Year 2023-2024 through 2025-2026, which is inclusive of a Planning Grant, which is 3% of the award or \$254,171.01 in year one, with the option of increasing planning dollars up to 10% in year two.

Track Record/Monitor

The Homeless Trust Executive Director, Victoria Mallette, will be responsible for overseeing the grants. The Homeless Trust is the collaborative applicant for Miami-Dade responsible for the successful application, contracting, and monitoring of HUD's Homeless CoC program funds since 1996.

Background

On April 13, 2023, U.S. HUD released its FY 2023 Notice of Funding Opportunity (NOFO) seeking eligible applicants for its Youth Homelessness Demonstration Program (YHDP). On September 20, 2023, U.S. HUD awarded Miami-Dade County \$8,472,367.00 for 24-30 months, beginning in FY 2023-2024 through FY 2025-2026. During the first six months of FY 2023-2024, Miami-Dade County, through its Homeless Trust and other stakeholders, will develop a Coordinated Community Plan, which is to be submitted to US HUD by March 20, 2024. Thereafter, the Homeless Trust will issue a Request for Applications seeking providers for new project funding with the Continuum of Care's Youth Action Board (YAB) involved in project selection and implementation. The purpose of these projects will be to demonstrate how a coordinated community approach to serving homeless youth, age 24 and younger, can dramatically reduce the number of youth experiencing homelessness. Projects will have 16 to 24-month grant terms to allow for grant start-up and hiring.

Miami-Dade County's 2023 Point-in-Time count indicated 116 unaccompanied youth households experiencing homelessness, including 33 unsheltered youth and 17 that were chronically homeless. Another 53 households were parenting youth households, totaling 182 people (adults and children) in those households.

Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners
Page No. 3

In order to ensure a seamless rollout of new projects, which are designed to reduce the number youth experiencing homelessness, the Trust is seeking a waiver of Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties.



Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(1)
12-12-23

RESOLUTION NO. R-1145-23

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTION IN APPLYING FOR FUNDS TOTALING APPROXIMATELY \$8,472,367.00 FOR 24-30 MONTHS BEGINNING IN FISCAL YEAR 2023-2024 THROUGH FISCAL YEAR 2025-2026 FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS PART OF THE YOUTH HOMELESSNESS DEMONSTRATION PROGRAM; APPROVING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTION IN ISSUING A REQUEST FOR APPLICATIONS TO SELECT NON-PROFIT AND LOCAL GOVERNMENT SERVICE PROVIDER SUB-GRANTEES AND APPROVING SUB-GRANTEES SELECTED; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FEDERAL FUNDS, INCLUDING ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE, ENTER INTO GRANT AND SUB-GRANT AGREEMENTS, AND EXERCISE AMENDMENT, RENEWAL, TERMINATION, CANCELLATION, AND MODIFICATION CLAUSES OF ANY AGREEMENT ENTERED INTO PURSUANT TO THIS RESOLUTION; AND WAIVING RESOLUTION NO. R-130-06, WHICH REQUIRES ALL CONTRACTS TO BE FULLY NEGOTIATED AND SIGNED BY ALL NON-COUNTY PARTIES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Ratifies the County Mayor's or County Mayor's designee's action in applying for funds from the United States Department of Housing and Urban Development ("USHUD") as part of the FY 2023 Youth Homelessness Demonstration Program ("Program") in

an amount totaling approximately \$8,472,367.00 for 24-30 months, unless extended, beginning on October 1, 2023, to house and serve homeless youth 24 years of age and younger, including unaccompanied and pregnant or parenting youth.

Section 2. Approves the County Mayor's or County Mayor's designee's action in working with youth service providers to develop a Coordinated Community Plan to end youth homelessness and issuing a Request for Applications to select sub-grantee service agencies required pursuant to the federal application, and further approves the sub-grantees selected.

Section 3. Authorizes the County Mayor or County Mayor's designee to receive and expend federal funds awarded by USHUD, including additional funds should they become available, for the purposes described herein.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute grant agreements with USHUD and sub-grant contracts and agreements in accordance with applicable regulations and Program guidelines, in substantially the form attached hereto as Exhibit A and incorporated herein by reference, following the County Attorney's Office's approval for form and legal sufficiency.

Section 5. Authorizes the County Mayor or County Mayor's designee to exercise any modification, termination and renewal clauses of any contracts or agreements, in accordance with applicable regulations and Program guidelines, for and on behalf of Miami-Dade County, Florida.

Section 6. Waives Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties, in order to ensure a seamless rollout of new projects, which are designed to reduce the number of youth experiencing homelessness.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	absent	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 12th day of December, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shannon D. Summerset-Williams



FY 2022

United States Department of Housing and Urban Development

(US HUD)

Continuum of Care (CoC) Program

Grantee: Miami-Dade County through its Homeless Trust

And

Subrecipient: [\[Agency Name\]](#)

for the

Program Name: [\[Program Name\]](#)

Grant #: [FL0###L4D0022##](#)

INDEX

Cover page.....	1
Index	2
Whereas and preamble	3
1. Statement of Work	
a. Activities	3
b. Time Schedule	4
c. Budget.....	4-6
2. Records and Reports	
a. Financial Management	6-8
b. Records and Access to Records	8-9
c. Public Records.....	9-10
d. Encouraging Efficient Use of Information Technology and Shared Services	10
e. Reports: i) Progress Reports; ii) APR; iii) Survey; iv) Participants' Application for Housing; v) Program Income; vi) Program Guidelines; vii) Audit; viii) Incident; ix) COOP through x) Mandatory Disclosures	10-13
3. Special and General Conditions	
a. Staff Responsibility	13
b. Client Referral Process	13
c. Documents to Facilitate the Reimbursement of Services	13
d. Compliance with rules, guidelines of CoC Rental Assistance items i) through v.....	13-14
e. VAWA Emergency Transfer Plan	14-15
f. Performance Improvement Plans	15
g. General Conditions	
i. Insurance; ii) Indemnification; iii) Certification and Representation; iv) Conflict of Interest; v) Affidavits.....	15-18
h. Civil Rights	18-21
4. Suspension and Termination	
a. Suspension.....	21
b. Termination	21-23
5. Future Funding Applications.....	23
6. Reversion of Assets	
a. Term of Commitment.....	23-24
b. Repayment of Grant.....	24
c. Prevention of Undue Benefit.....	24
d. Revocation of License or Permit	24
e. Declaration of Restrictive Covenant and Declaration of Restrictions.....	24-25
7. Uniform Administrative Requirements	
a. Accounting Standards, Costs Principles and Regulations.....	25-27
b. Retention of Records	27-28
8. Additional Requirements	
a. Items a through gg.....	28-35
9. Religious Organizations.....	35-36
10. Health Insurance Portability and Accountability Act (HIPAA)	36
11. Proof of Licensure / Certification and Background Screening	
a. Licensure / Certification.....	36
b. Background Screening.....	36-37
Signature.....	38
Index of Attachments A through L.....	39

**Subrecipient Agreement between Miami-Dade County and
[Agency Name]
for the
FY 2022 US HUD CoC Program
Grant #FL0###L4D0022##
[Program Name]**

THIS AGREEMENT, entered this _____ day of _____, 202____, by and between Miami-Dade County, on behalf of its Homeless Trust (HT) (hereinafter called the “Grantee”), and **[Agency Name]**, (hereinafter referred to as the “Subrecipient”) under this Agreement.

WHEREAS, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended the McKinney-Vento Homeless Assistance Act, consolidating three (3) separate reauthorized McKinney-Vento Homeless Assistance Programs, Supportive Housing Program (SHP), Shelter Plus Care (S+C) Program, and Section 8 Moderate Rehabilitation Single Room Occupancy (SRO) Program into a single grant program known as the **Continuum of Care (CoC) Program**.

WHEREAS, the Grantee has applied for and received funds from the United States Department of Housing and Urban Development (US HUD) under the McKinney-Vento Homeless Assistance Act as amended by **The HEARTH Act of 2009 (42 U.S.C. 11301, et seq.)**.

WHEREAS, the Grantee agrees to comply with all requirements of this Agreement and to accept responsibility for such compliance by the Subrecipient to which it makes grant funds available; and

NOW, THEREFORE, it is agreed between the parties hereto that;

1. Statement of Work

- a. Activities – The Subrecipient shall adhere to the **“Continuum of Care Program Grant Agreement and Exhibit 1 Scope of Work for FY 2022 Competition Awards”, Attachment A**, which is incorporated herein and governed by the Continuum of Care (CoC) Program rules and regulations (the “Rule”). The Subrecipient shall comply with all applicable federal, state and local laws, regulations and ordinances, including but not limited to **24 CFR Part 578**, as may be amended, the McKinney-Vento Homeless Assistance Act (**42 U.S.C. 11301 et seq.**) (the “Act”), as may be amended, the Consolidated and Further Continuing Appropriations Acts of 2013 and 2014 (The Consolidated Appropriations Act of 2014, Public Law 113-76, approved January 17, 2014 in the “FY 2014 HUD Appropriations Act”), Florida Statutes Section 125.0156, as may be amended, Florida Statutes Section 448, as may be amended, as well as with any other terms and conditions as HUD may have established in the applicable Notice of Funding Opportunity (NOFO) and with any applicable guidance, requirements and directives provided by US HUD and with any applicable guidance, requirements and directives provided by Miami-Dade County Homeless Trust.

The Subrecipient shall carry out the activities specified in the **“Scope of Service and US HUD eSnaps Documents” Attachment B**. The Subrecipient shall also adhere to the Standards of Housing and Services as set forth in the “Miami-Dade County Homeless Trust Standards of Care”, as may be amended from time to time and incorporated herein by reference. The

Subrecipient shall adhere to all applicable federal, state, and local laws, regulations, rules and standards, as well as with the terms of this Agreement including all attachments.

- b. Time Schedule – The Grantee and the Subrecipient agree that this Agreement shall become effective on [start date].

This Agreement shall expire on [end date], one (1) year from the effective date.

Any cost incurred by the Subrecipient beyond this date will not be paid by the Grantee, except as specifically provided herein. Notwithstanding any provision herein to the contrary, certain requirements imposed on the Subrecipient by this Agreement and federal regulations may continue for a term of at least **fifteen (15) years** from the date of initial occupancy or service, as provided in this Agreement or as specified by law or regulation. The requirements of this Agreement shall remain in effect during any time period that the Subrecipient has control over any funds generated or provided in connection with this Agreement, including program income.

- c. Budget – The Grantee agrees, subject to the availability of funds and payment of funds to the Grantee by the United States Department of Housing and Urban Development and subject to the Subrecipient's compliance with all applicable laws and agreement terms as determined by the Grantee, to pay for contracted activities according to the terms and conditions contained within this Agreement, Subrecipient's application for the CoC Homeless Assistance Program, and the Subrecipients NOFO application documents as Project Sponsor and **"Scope of Service and US HUD eSnaps documents"** including the Budget incorporated herein as **Attachment B**, in an amount **not to exceed \$0.00** for Rental Assistance, **\$0.00** for Leasing, **\$0.00** for Supportive Services, **\$0.00** for Operations, **\$0.00** for HMIS costs, and **\$0.00** for overall Project Administration Costs which added together equals an amount of **\$0.00** in **TOTAL BUDGET**.

If the Grantee, Miami-Dade County through its Public Housing and Community Development Department (PHCD) or such other department or party as may be selected by Miami-Dade County Homeless Trust, is the Rental Administrator; then the Grantee shall pay the "CoC Program HAP Contract" **Attachment K** payments directly to Landlord, owner(s). The total amount awarded pursuant to this Agreement, in amount up to **\$0.00 for Rental Assistance** funds has been allocated for use as eligible rental assistance payments on behalf of the Subrecipient's program participants.

Pursuant to 24 CFR 578.59, the **Grantee shall retain 50% of the Overall Project Administration Costs**, except where limitations are imposed as may be applicable pursuant to 42 USC § 11383 (a).

If applicable, the Subrecipient shall be reimbursed for capital funding on an incremental basis, based on the following completion benchmarks: **30%, 30%, 30% and 10%** to be provided when a final Certificate of Occupancy is obtained from the developer, in accordance with any applicable laws and regulations. All other activities shall be paid on a reimbursement basis following the submission of a monthly invoice along with the appropriate supporting documentation.

In accordance with federal requirements including **24 CFR Part 578.73**, the Subrecipient agrees to provide **match funds** in an amount that represents no less than **twenty-five percent (25%)** cash or in-kind contributions on all eligible grant funds, except leasing. If in-kind services provided through a third party are used to fulfill part of the match, a fully-executed **Memorandum of Understanding (MOU)** between the Subrecipient and the third party that will provide the services must be submitted to the Grantee. The MOU must specify the kind of services and the dollar (\$) value of the services to the relevant grant.

The budget figures above represent the original line item totals as delineated in the **“Continuum of Care Program Grant Agreement”, Attachment A**. The Subrecipient may propose to shift funds by **less than 10%** between eligible categories in the **“Scope of Service and US HUD eSnaps Documents”, Attachment B**, if the appropriate match is provided, the administrative costs are not increased and the proposed shift is submitted in writing for the Grantee’s consideration. The Grantee may, but is not required to, approve the proposed shift. Any approval must be in writing. As such, if **Attachment B** is modified as described above, the figures within the **“eSnaps Application”** may not match the contracted figures delineated in the **“US HUD Grant Agreement.”**

In accordance with 24 CFR 578 the Subrecipient is prohibited from moving more than **10%** from one budget line item in a project’s approved budget to another without written “US HUD grant amendment” and amendment to this Agreement.

This is a **Performance-based Agreement** to deliver housing and or services to Subrecipient’s Continuum of Care (CoC) program participants. The Subrecipient shall provide **[insert #] units/ beds of [insert housing/program type]** for homeless persons, including **chronically homeless persons** under the **Continuum of Care Program**. The program’s main office is located at **[insert address]**. The Housing and Services site is located at **[insert address]**. The Subrecipient shall provide services as outlined in the Attachments to this Agreement as required, pursuant to the **FY 2022 US HUD CoC Program Competition NOFO** as submitted in the project application, incorporated herein by reference.

Availability of funds shall be determined in the Grantee’s sole discretion.

If this Agreement is for permanent supportive housing or permanent housing for eligible homeless individuals and /or homeless families; the Subrecipient agrees that, with some exceptions, no undocumented or illegal immigrants shall be eligible for services provided under this Agreement. Additionally, the Subrecipient shall comply with **The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (“PRWORA”)**, as may be amended and applicable law, in verifying citizenship, residency and immigration status of potential participants.

The Subrecipient shall comply with **The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (“PRWORA”)**, as may be amended and applicable law, in verifying citizenship, residency and immigration status of potential participants. The Subrecipient hereby acknowledges that PRWORA prohibits housing or services provided under this Agreement to undocumented or illegal immigrants.

If this Agreement is for permanent supportive housing or permanent housing for homeless participants, under the CoC Program and the Grantee, **Miami-Dade County through its Homeless Trust is the rental administrator** of payment of Housing Assistance Payment

(HAP) Contracts the following rules, regulations, responsibilities apply: Agreement specifically for housing under Tenant-based or Sponsor-based, or Project-based Rental Assistance, it is the Subrecipient's responsibility to identify eligible rental units for eligible homeless program participants in partnership with the established CoC's Coordinated Outreach and Assessment System. The Landlord identified by the Subrecipient must enter into a **"Housing Assistance Payment (HAP) Contract", Attachment K**, attached to this Agreement.

If this Agreement is for permanent supportive housing or permanent housing for homeless participants, under the Legacy SHP or CoC Rental Assistance Program and the Subrecipient **is the rental administrator** of the **"Housing Assistance Payments (HAP) Contracts", Attachment J**, the following rules, regulations, and responsibilities apply:

It is the Subrecipient's sole responsibility to identify eligible rental units for eligible homeless program participants in partnership with the established CoC's Coordinated Outreach and Assessment. It is the Subrecipient's sole responsibility to enter into a **"Housing Assistance Payment (HAP) Contract", Attachment J**, with the eligible owner of each rental unit ("Landlord"). The Subrecipient must use the **HAP Contract template forms in Attachment J** attached to this Agreement when the Subrecipient contracts with the Landlord. The Subrecipient is responsible for ensuring the HAP Contract complies with all program requirements, terms and conditions of this Agreement, and applicable law. The Grantee, Miami-Dade County, shall not be a party to the HAP Contract. Should the Subrecipient desire or require any amendments to the HAP Contract template form; the Subrecipient shall advise the Grantee of the proposed amendment(s) and explain why the amendment(s) is desired or required prior to amending the HAP Contract template form.

The Subrecipient is solely responsible for paying rent to the Landlords on time. The Subrecipient shall develop forms for Landlords' use in collecting late fees arising from Subrecipient's failure to pay a Landlord rent on time. The Subrecipient shall be solely responsible for payment of any late fee arising from any late rent payment(s) to Landlord(s). The Subrecipient shall indemnify the Grantee, Miami-Dade County, and pay all costs of defense, including attorneys' fees arising from or related to the HAP Contract and this provision.

2. Records and Reports

- a. Financial Management – The Grantee and the Subrecipient shall adhere to the requirements for financial reporting as required pursuant to the **Federal Office of Management and Budget (OMB) Omni or Super Circular 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, as may be amended or updated from time to time; 24 CFR Part 578, as may be amended or updated from time to time; and any other applicable laws, regulations and standards.

All monthly requests for payment shall be submitted to the Grantee **no later than twenty (20) calendar days** following the month's end. All supplemental and/or adjustment requests for payment shall be submitted to the Grantee quarterly **no later than forty-five (45) calendar days** following the quarter's end. All requests for reimbursement shall be submitted to the Grantee in the following manner. All requests shall include supporting documentation for each line item, including, but not limited to payroll reports, time sheets,

invoices, leasing agreements and shall be signed by the Executive Director, Financial Officer or other duly authorized fiscal agent of the Subrecipient in the forms incorporated herein as combined “**Consolidated Financial Record and Reports**”, **Attachment E**.

Reimbursement shall be provided only for eligible costs associated with the activities outlined in the approved budget contained within the “**Scope of Service and US HUD e-Snaps Documents**”, **Attachment B**.

Any reimbursement may be withheld or reduced by the Grantee if missing receipt of documents verifying the in-kind or cash match expenditures or compliance requirements are not met. Cash match or in-kind contributions must be used for the costs of activities that are eligible in the governing regulations.

Any reimbursement may be withheld pending the receipt of approval by the Grantee of all reports and documents required herein, including but not limited to the submission of an **accurate and complete** Annual Performance Report (APR) “**Performance Reports (Monthly and Annual) HMIS and Fiscal Report**”, **Attachment F**. The Subrecipient shall provide a certification statement for all annual financial reports and requests for payment which states the following: *“By signing this report, I (insert name here) certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or other offense.”*

In no event shall the Grantee funds be advanced to any of the Subrecipient’s subcontractors hereunder.

The parties agree that the Subrecipient may request a revision, amendment, or modification of the schedule of payments or line item budget. However, such revisions, amendments or modifications shall be, in writing and subject to review and approval by the Grantee and, if applicable, by US HUD. If there is a request to shift 10% or more of funds between funding activities, such requests shall be submitted to the Grantee **no later than one hundred eighty (180) calendar days** prior to the expiration of the grant. All amendment requests require the written approval of the Grantee and US HUD, through an official grant agreement amendment. If the request is a shift of less than 10% of funds between funding activities, a modification or revision, shall be submitted to the Grantee no later than **one hundred twenty (120) calendar days** prior to the expiration of the grant. Modifications of less than 10% must also be submitted to HUD for an update to the line items but do not require a grant amendment agreement. The Grantee will accept one (1) amendment or modification request during the grant year. Failure to submit the appropriate supporting documentation in a timely manner may result in the inability of the Grantee to approve, revise, amend or modify the budget.

A midterm financial analysis shall be conducted by the Grantee upon completion of the first six (6) months of the term set forth in this Agreement. This shall include, but is not limited to, an analysis of processed monthly requests for reimbursement and processed quarterly supplemental and/or adjustment requests for reimbursement. The Subrecipient shall be held responsible to ensure the grant is kept current. This analysis will be utilized to determine if

the Subrecipient is compliant with expenditure rates and if there is a need for budget adjustments or reallocation of unspent and/or available funds.

A final monthly request for reimbursement from the Subrecipient will be accepted by the Grantee up to twenty (20) calendar days after the expiration of this Agreement. The final quarterly adjustment/supplemental request for reimbursement from the Subrecipient will be accepted by the Grantee up to forty-five (45) calendar days after the expiration of this Agreement. If the Subrecipient fails to comply, all rights to payments will be forfeited if the Grantee so chooses.

A final report of expenditures shall be submitted to the Grantee within thirty (30) calendar days from the termination or expiration of this Agreement. If after the receipt of such final report, the Grantee determines that the Subrecipient has been paid funds not in compliance with the Agreement, and to which the Subrecipient is not entitled, the Subrecipient shall be required to return such funds. However, if the Subrecipient submits documentation demonstrating that the expenditure was in compliance with this Agreement to the satisfaction of the Grantee, the funds shall not have to be returned. The Grantee shall have the sole and absolute discretion to determine if the Subrecipient is entitled to such funds and the decision of the Grantee in this matter shall be final and binding.

- b. Records and Access to Records – Agreement records are defined as any and all books, records, client files (including client progress reports, referral forms, case notes and other reports or work product), documents, information, data, papers, letters, materials, electronic storage data and media whether written, printed, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received, or compiled by or at the direction of the Subrecipient or any subcontractor directly or indirectly related to the duties and obligations required by terms of this Agreement, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives, flash drives and diskettes or surveys.

The Subrecipient shall maintain Agreement records that document all actions to comply with and that relate to this Agreement, including those on race, ethnicity, gender, disability and homeless status data; and those in accordance with generally accepted accounting principles, procedures, and practices as required in **OMB Omni or Super Circular Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards** which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the Grantee pursuant to the terms of this Agreement which shall include but not limited to a cash receipt journal, cash disbursements journal, general ledger, and all such subsidiary ledgers as may be reasonably necessary.

The Subrecipient shall provide to the Grantee, upon request by the Grantee, all Agreement records. The requested Agreement records shall become the property of the Grantee without restriction, reservation, or limitation of their use and shall be made available by the Subrecipient at any time upon request by the Grantee. The Grantee shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These unlimited rights include the rights of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work for public purposes.

The Subrecipient shall ensure that the Agreement records shall at all times be subject to and available for full access and review, inspection, or audit by Grantee and Federal personnel and any other persons so authorized by the Grantee.

The Subrecipient shall include in all the Grantee approved subcontracts, language outlining eligible substantive programmatic services, recordkeeping and audit requirements as detailed in this as detailed in this Agreement. This includes all subcontractors eligible to carry out substantive programmatic services as detailed in this Agreement. The Grantee shall, in its sole and absolute discretion, determine when services are eligible substantive programmatic services and subject to the audit and recordkeeping requirements described in this Agreement. These records shall be maintained pursuant to this Agreement.

If the Subrecipient received funds from or is under regulatory control of other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, then the Subrecipient shall provide to the Grantee a copy of each report and any follow-up communications and reports immediately upon such issuance unless such disclosure is a violation of those agencies' rules.

- c. Public Records – Pursuant to **Section 119.0701**, Florida Statutes, the Subrecipient **shall**:
- i. Keep and maintain public records that ordinarily and necessarily would be required by the Grantee in order to perform the service;
 - ii. Upon request from the Grantee's custodian of public records identified herein, provide the Grantee with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the Grantee would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order **No. 4-48**, or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Subrecipient does not transfer the records to the Grantee; and
 - iv. Meet all requirements for retaining public records and transfer to the Grantee, at no Grantee cost, all public records created, received, maintained and / or directly related to the performance of this Agreement that are in possession of the Subrecipient upon termination of this Agreement. Upon termination of this Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Grantee in a format that is compatible with the information technology systems of the Grantee.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Grantee.

In addition to penalties set for in **Section 119.10**, Florida Statutes, for the failure of the Subrecipient to comply with **Section 119.0701**, Florida Statutes, and this **Article II, Section 2.1 (QQ)** of this Agreement, the Grantee shall avail itself of the remedies set forth in this Agreement.

If the Subrecipient has questions regarding the application of Chapter 119, Florida Statutes, to the Subrecipient's duty to provide public records relating to this Agreement, contact Miami-Dade County's Custodian of Public Records at:

**Miami-Dade County
Homeless Trust
111 NW 1st Street, 27th Floor, Suite 310
Miami, Florida 33128
Attention: Victoria L. Mallette, Executive Director
Email: vmallette@miamidade.gov**

- d. Encouraging Efficient Use of Information Technology and Shared Services – in accordance with the **May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, OMB Omni or Super Circular 2 CFR Chapters I, Chapters II, Part 200, et al. Section 200.335 Methods for Collection, Transmission and Storage of Information**; the Subrecipient is encouraged whenever practicable, to collect, transmit and store Federal award-related information in open and machine-readable formats.
- e. Reports – The Subrecipient shall submit to the Grantee the reports described below or any other document in whatsoever form, manner, or frequency as may be requested by the Grantee. These reports will be used for monitoring the progress, performance, and compliance with applicable Grantee and Federal requirements.
 - i. Progress Reports – The Subrecipient shall submit a **“Homeless Management Information System (HMIS) generated “Performance Report”, Attachment F**, along with a summary and the specified forms attached hereto as **“Consolidated Financial Record and Reports”, Attachment E**. These reports may be revised or updated by the Grantee from time to time; and shall describe the progress made by the Subrecipient in achieving each of the objectives identified in **“Scope of Service and US HUD eSnaps Documents”, Attachment B**. The reports shall explain the Subrecipient's progress including comparison of actual versus planned progress for the period. The reports are due by the twentieth (20th) day of the following month. The requests for reimbursement, are also due by the twentieth (20th) day following the close of the prior month. Subrecipients that are Domestic Violence Programs shall participate in a HMIS-equivalent system. Such Subrecipients shall provide proof to the Grantee of the utilization of an alternative system to compile all required data for the Performance Report. This system must be compatible for submission of reports into the USHUD specified reporting system.

- ii. Annual Performance Report – The Subrecipient shall submit a HMIS generated **“US HUD CoC Annual Performance Report (0625-HUD-CoC-APR)”**, **Attachment F**, in addition to a complete and accurate report using supplemental **“eSnaps CoC APR Financial and Performance Questions”** provided by the Grantee **Attachment F**. The complete and accurate APR is due to the Grantee no later than thirty (30) calendar days after the end of each operating year. The above referenced report may be substituted for any other US HUD required Report if approved by US HUD and the Miami-Dade County Homeless Trust.
- iii. A Program Rating and Satisfaction Survey Report shall be conducted electronically utilizing a Miami-Dade County Homeless Trust generated survey tool. This tool will be issued in the month of May of each calendar year and survey results must be submitted to the Miami-Dade County Homeless Trust no later than forty-five (45) calendar days from the date of issuance.
- iv. When the Grantee, Miami-Dade County is the Rental Administrator: The Subrecipient shall submit a complete and accurate CoC Program **“Participant Application for Housing” Package, Attachment K**, including all supporting documentation for each eligible program participant accepted through the CoC’s established Coordinated Outreach and Assessment HMIS system to Miami-Dade County Homeless Trust, 27th Floor, Suite 310, 111 NW First Street, Miami, Florida 33128. Pursuant to **24 CFR 578.77(c)**, the Subrecipient must examine program participants’ income initially, and at least annually thereafter, to determine the amount of the contribution toward rent payable by the program participants. Adjustments to program participants’ contribution toward the rental payment must be made as changes in income are identified. The Subrecipient is required for each program participant receiving assistance to notify the Grantee in writing of changes in the participants’ income or other circumstances that affect the program participants’ eligibility or need for assistance. The Subrecipient shall submit **“Re-certification of Participation Application for Housing” Package, Attachment K**, no later than one hundred-twenty (120) calendar days before the expiration of term of the Lease Agreement and HAP Contract. The Re-certification application shall include documented evidence of the program participants’ continued lack of sufficient resources and support networks necessary to retain housing without assistance from the CoC Program.

When the Subrecipient is the Rental Administrator: The Subrecipient shall complete and maintain an accurate CoC Program **“Participant Application for Housing” Package, Attachment J**, including all supporting documentation for each eligible program participant accepted through the CoC’s established Coordinated Outreach and Assessment HMIS system. Pursuant to **24 CFR 578.77(c)**, the Subrecipient must examine program participants’ income initially, and at least annually thereafter, to determine the amount of the contribution toward rent payable by the program participants. Adjustments to program participants’ contribution toward the rental payment must be made as changes in income are identified. The Subrecipient is required for each program participant receiving assistance to retain records for the Grantee’s review, changes in the participants’ income or other circumstances that affect the program participants’ eligibility or need for assistance. The Subrecipient shall retain and submit records of **“Re-certification of Participation Application for Housing” Package, Attachment J**, no later than one hundred-twenty (120) calendar days before the expiration of term of the Lease Agreement and HAP Contract. The Re-

certification application shall include documented evidence of the program participants' continued lack of sufficient resources and support networks necessary to retain housing without assistance from the CoC Program.

- v. Program Income – the income received by the Subrecipient directly generated by a grant-supported activity. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities in accordance with the requirements pursuant to 24 CFR 578 or 2) used as match. Program Income is reported and submitted to the Homeless Trust monthly in the **“Consolidated Financial Record and Reports”, Attachment E.**
- vi. A **“CoC Homeless Assistance Program Guidelines”, Attachment G,** shall be completed and retained by the Subrecipient. This report must be available upon request during any site visit or comprehensive monitoring or inspection as requested by the Grantee. This report is an informational guideline to assist in compliance to the CoC Homeless Assistance Program policies, procedures and requirements and regulations.
- vii. Audit Reports – Subrecipients shall submit an audit conducted in accordance with the provisions of **Omni or Super Circular 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, as applicable, and with 24 CFR 578.99(g) which provides that Subrecipients must comply with the audit requirements of OMB Circular A-133, “Audits of States, Local Governments, and Non-profit Organizations.”. The Subrecipient shall provide such reports no later than **one hundred-eighty (180) calendar days** following the end of the Subrecipient’s fiscal year, for each year during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later, provided that the Subrecipient has such an opinion prepared. The Subrecipient shall comply with any and all other applicable audit and reporting requirements.
- viii. Incident Reports – The Subrecipient must report to Miami-Dade County Homeless Trust information related to **any** critical incidents occurring during the administration of its programs, using form **“Incident Report”, Attachment H.**

The following are identified as critical incidents as defined in *CF-OP 215-6 (Attachment H)*:

- Child-on-Child Sexual Abuse
- Child Arrest
- Child Death
- Adult Death
- Elopement refers to court ordered clients that run away and do not return
- Employee Arrest
- Employee Misconduct
- Escape
- Missing Child
- Security Incident – Unintentional

- Significant Injury to Clients
- Significant Injury to Staff
- Suicide Attempt
- Sexual Abuse/Sexual Battery
- Other. Any major event not previously identified as a reportable critical incident but has, or is likely to have, a significant impact on client(s), the Subrecipient, or Grantee.

Such notification shall occur, within **one (1) business day of the incident occurring**. In addition, the Subrecipient shall report this incident to the appropriate authorities as well as submit in writing a detailed account of the incident. This Incident Report should be addressed to Miami-Dade County **Homeless Trust's Disaster Coordinator**, as well as the Subrecipient's assigned Contract Officer. The Subrecipient shall comply with the privacy, security and electronic transfer standards in transmittal of any Incident Report to comply with Health Insurance Portability and Accountability Act (HIPAA) in using appropriate safeguards to prevent non-permitted disclosures. This Incident Report shall be addressed to **Miami-Dade County, Homeless Trust, Suite 310, 27th Floor, 111 NW 1st Street, Miami, Florida, 33128; (305) 375-1490 and facsimile (305) 375-2722.**

- ix. The COOP Report – The Subrecipient shall submit a **Continuity of Operations Plan (COOP)**, also known as an Agency Wide and Program Specific Disaster Plan in PDF format and emailed as an attachment to Miami-Dade County Homeless Trust's Disaster Coordinator and an original paper copy submitted no later than **April 1st of each operating year**.
- x. Mandatory Disclosure – The Subrecipient is required to disclose in a timely manner and in writing “all violations of Federal **criminal** law involving fraud, bribery, or gratuity violations potentially affecting the Federal award”. Failure to make the required disclosures can result in a number of actions, including suspension and or debarment.

3. Special and General Conditions –

- a. The Subrecipient's Staff members providing eligible services under this Agreement are listed in the budget section of the **“Scope of Service and US HUD eSnaps Documents”, Attachment B**. The Subrecipient shall additionally submit job titles and job descriptions upon request.
- b. The Subrecipient shall follow the client referral process in the Scope of Service contained within the **“Scope of Service and US HUD eSnaps Documents”, Attachment B**, and through the Continuum of Care (CoC)'s Coordinated Outreach and Assessment system. The client referral process may be amended by the Grantee to meet changing priorities of the Continuum of Care. All referrals shall be made to the Subrecipient and accepted by the Subrecipient through the established Coordinated Outreach and Assessment and HMIS system.
- c. The Subrecipient may be subject to a **Performance Improvement Plan (PIP)** at the discretion of the Grantee. Notification of the applicable terms and conditions of said PIP shall

be issued in writing from the Grantee and incorporated within the “**Scope of Service and US HUD eSnaps Documents**”, **Attachment B**.

- d. The Subrecipient shall provide any documentation necessary, such as the “**W-9 Form**”, **Attachment C**, to facilitate the reimbursement of services.
- e. The Subrecipient shall comply with all rules, guidelines and regulations governing the CoC Rental Assistance program under **24 CFR 578**, and any other applicable law, rules and regulations.
 - i. Rental assistance projects must serve eligible program participants, including but not limited to retaining records of disability and homeless verification as part of the recordkeeping requirements.
 - ii. Rental assistance funds are to pay Landlord owner(s) in the community the difference between the contract rent amount of the unit and the homeless participants’ or tenants’ contribution toward rent. The program participants’ or tenants’ contribution toward rent is determined by the type of program. Under tenant-based rental assistance, sponsor-based rental assistance, and project based rental assistance, program participants are required to pay rent to the landlord as determined under **24 CFR 578.77**. It is important to note in all the US HUD CoC Programs, the program participants enter into a Lease with the Landlord.
 - iii. The Subrecipient must consistently follow policies and procedures used by the CoC’s established Coordinated Outreach and Assessment (HMIS) system in accepting referrals of eligible program participants pursuant to **24 CFR 578.7(a)(8)**.
 - iv. The Subrecipient shall establish referral protocols, policies and procedures subject to approval by Miami-Dade County Homeless Trust in documenting **rejection** of program participants accepted from the CoC’s established Coordinated Outreach and Assessment (HMIS) system, which must include at a minimum, assurances that such rejections are justified and that the program participants are able to access another suitable program within a reasonable amount of time.
 - v. The Subrecipient shall establish protocols, policies and procedures subject to approval by Miami-Dade County Homeless Trust and consistent with Miami-Dade County Homeless Trust’s CoC “Standards of Care” pertaining to termination of assistance to program participants. The Subrecipient may terminate assistance to program participants who violates program requirements. Termination does not bar the Subrecipient from providing further assistance at a later date to the same participants, individual or family (household). The protocol, policies and procedures must include at a minimum a formal process that recognizes the rights of individuals receiving assistance under due process of law. This process must also consist of: (1) Providing the program participant with a written copy of the program rules and the termination process before the program participant begins to receive assistance; (2) Written notice to the program participant containing a clear statement of the reason(s) for termination; (3) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and (4) Prompt written notice of the final decision to the program participant. The

Subrecipient providing permanent supportive housing for hard-to-house populations of homeless persons must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination so that program participants' assistance is terminated only in the most severe cases.

- f. The Subrecipient shall comply with the Violence against Women Reauthorization Act (VAWA) as well as with 24 CFR 5.200, as may be amended, and with all applicable provisions of 24 CFR Parts 5, 92, 200, 574, 576, 578, 880, 882, 883, 884, 886, 891, 960, 966, 982, and 983 and with such administrative rules and policy guidance relating to VAWA as may exist, be adopted, or be amended from time to time, as may be applicable.
- g. Florida Statutes Section 125.0156 Restriction on providing funds for identification documents

Subrecipient shall comply with the provisions related to Florida Statutes Section 125.0156 Restriction on providing funds for identification documents. Specifically Subrecipient shall not use funds provided to it by Grantee, or provide funds to any person, entity, or organization, for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

Florida Statutes Section 448. PUBLIC AGENCY CONTRACTING

Subrecipient shall comply with the provisions of Florida Statutes Section 448 related to PUBLIC AGENCY CONTRACTING

Subrecipient shall register with and use the E-Verify system to verify the work authorization status of all new employees of the Subrecipient and shall require any subcontractor to register with and use the E-Verify system to verify the work authorization status of all subcontractor's new employees. Subrecipient or any subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

If Subrecipient enters into a contract with a subcontractor, the subcontractor must provide the Subrecipient with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Subrecipient shall maintain a copy of such affidavit for the duration of this Agreement.

If Grantee has a good faith belief that Subrecipient has knowingly violated s. 448.09(1) of the Florida Statutes, Grantee shall terminate this Agreement.

If Subrecipient has a good faith belief that any subcontractor with which it is contracting has knowingly violated s. 448.09(1) of the Florida Statutes, Subrecipient shall terminate the contract with the person or entity.

If the Grantee has a good faith belief that a subcontractor knowingly violated this subsection, but the Subrecipient otherwise complied with this subsection, Grantee shall promptly notify the Subrecipient and order the Subrecipient to immediately terminate the contract with the subcontractor and the Subrecipient shall immediately terminate the contract with the subcontractor.

If the Grantee terminates this Agreement under this paragraph, such termination is not a breach of this Agreement and may not be considered as such. If the Grantee terminates this Agreement with Subrecipient under this paragraph, the Subrecipient may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated. Subrecipient is liable for any additional costs incurred by the Grantee as a result of the termination of this Agreement pursuant to this paragraph.

- h. General Conditions – The Subrecipient shall comply with all applicable federal, state and local laws, regulations and required policies, including but not limited to the Continuum of Care (CoC) Program Final Interim Rule, **24 CFR Part 578**, as may be amended from time to time, the **McKinney-Vento Homeless Assistance Act**, as may be amended from time to time (**42 U.S.C. 11301 et seq.**) (the “Act”) the **Consolidated and Further Continuing Appropriations Acts of 2012, 2013, and 2014** the Homeless Definition Final Rule, published in the Federal Register on December 5, 2011, as may be amended from time to time; the “**Continuum of Care Program Grant Agreement**”, **Attachment A**, Florida Statutes Section 125.0156, as may be amended from time to time, Florida Statutes Section 448, as may be amended from time to time, and all other requirements of this grant. The responsibility for knowledge of and compliance with all Federal and any other legal requirements is that of the Subrecipient. The Subrecipient shall also comply with any guidance provided by US HUD regarding this Agreement, program and the services offered hereunder, as well as with any guidance provided by US HUD applicable to this Agreement, program and the services offered hereunder.

The Subrecipient shall abide and be governed by the requirements of the Americans with Disabilities Act (ADA). Subrecipient shall designate with its organization an ADA Coordinator to ensure that all requirements of the ADA and any related applicable regulations and requirements are met by the Subrecipient.

In addition, the Subrecipient agrees to comply with the following requirements.

- i. Insurance – If the Subrecipient is the State of Florida or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, the Subrecipient shall furnish the Grantee, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. The written verification shall be submitted to Miami-Dade County **Risk Management, Internal Services Division**, located on the **23rd Floor, 111 NW 1st Street, Miami, Florida 33128**. Nothing herein shall be construed to extend any party’s liability beyond that provided in **Section 768.28**, Florida Statutes. If the Subrecipient is a non-governmental entity said Subrecipient shall maintain required liability insurance coverage as noted below during this contract period.

The Subrecipient shall maintain required liability insurance coverage as noted below at all times during this contract period.

Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit for bodily injury and property damage. The Grantee must be shown as an additional insured with respect to this coverage, as evidenced by a Certificate of Insurance.

Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.

Workers' Compensation Insurance for all employees of the Subrecipient as required by Florida Statutes 440.

Flood Insurance shall be maintained as per the requirements in 24 CFR Part 583.330(a).

The insurance coverage required shall include these classifications, listed in standard liability insurance manuals, which most nearly reflect the operations of the Subrecipient. All insurance policies required above shall be issued by companies authorized to do business under the laws of the state of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of Miami-Dade County Risk Management Division.

Or

Compliance with the foregoing requirements shall not relieve the Subrecipient of its liability and obligations under this section or under any other section of this Agreement.

No modification or waiver of any of the aforementioned insurance requirements shall be made without **thirty (30) days** written advance notice to the Grantee, and is subject to the approval of Miami-Dade County Internal Services Risk Management Division.

- ii. Indemnification – The Subrecipient shall indemnify and hold harmless the Grantee and its past, present, and future employees and agents from and against any and all claims, liabilities, losses, and causes of action which may arise out of or relate to this Agreement, or which may arise out of actions or negligence, in whole or in part, of the Subrecipient, its officers, agents, employees, or assignees in the direct or indirect fulfillment of this Agreement. The Subrecipient shall pay all claims and losses of any nature in connection therewith, and shall defend all suits, in the name of the Grantee when applicable, and shall pay all costs and judgments which may issue thereon. It is expressly understood and intended that the Subrecipient is an independent contractor and is not an employee or agent of the Grantee.
- iii. Certifications and Representations – Pursuant to OMB 2 CFR Chapter I, Chapter II, Subpart C (200.208), the Subrecipient shall provide a certification statement for all annual financial reports and requests for payment that states the following: *"By signing this report, I (duly authorized signature) certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or other offense."*

- iv. Conflicts of Interest – The Subrecipient shall disclose to the Grantee in writing any possible or actual conflicts of interest or apparent improprieties relating to the Subrecipient under this Agreement. The Subrecipient shall make each disclosure in writing to the Grantee immediately upon the Subrecipient’s discovery of such possible conflict. The Grantee will then render an opinion which shall be binding on all parties.
- v. Affidavits – The Subrecipient shall complete, notarize and provide **one (1)** original set of **“Miami Dade County Affidavits and Declarations 1 through 16”, Attachment D.**
 - 1. Miami-Dade County Ownership Disclosure Affidavit (Section 2-8.1 of Miami-Dade County Code “County Code”).
 - 2. Miami-Dade County Employment Disclosure Affidavit (County Ordinance 90-133, Amending Section 2-8.1; Subsection (d) (2) of the County Code).
 - 3. Miami-Dade County Affirmative Action / Non-Discrimination of Employment, Promotion and Procurement Practices (County Ordinance 98-30 codified at 2-8.1.5 of the County Code).
 - 4. Miami-Dade County Criminal Record Affidavit (Section 2-8.6 of the County Code).
 - 5. Sworn Statement Pursuant to §287.133 Florida Statutes on Public Entity Crimes.
 - 6. Miami-Dade Employment Family Leave Affidavit (County Ordinance 142-9 codified as Section 11A-29 et. seq of the County Code).
 - 7. Miami-Dade County Disability Nondiscrimination Affidavit (County Resolution R-385-95).
 - 8. Miami-Dade County Regarding Delinquent and Currently Due Fees or Taxes (Section 2-8.1(c) of the County Code).
 - 9. Miami-Dade County Current on all County Contracts, Loans and Other Obligations. (County Ordinance 99-162).
 - 10. Miami-Dade County Domestic Violence Leave (11A-60 et. seq of the County Code).
 - 11. Miami-Dade County Employment Drug Free Workplace Affidavit (County Ordinance 92-15 codified as Section 2-8.1.2 of the County Code).
 - 12. Attestation regarding due and proper acknowledgement Miami-Dade County funding support.
 - 13. Miami-Dade County Affidavit pursuant to Board of Miami-Dade County Commissioners Resolution No. R-630-13. Pursuant to “Board of Miami-Dade County Commissioners the Subrecipient will also submit a detailed project budget, and sources and uses statement as contained within **“Scope of Service and US HUD eSnaps Documents”**, incorporated into **Attachment B**, which shall be sufficiently detailed to show: i) the total project cost; ii) the amount of funds to be used for administrative and overhead costs; iii) whether the funds under this Agreement will be ‘gap’ funds meaning that they would be the last remaining funds needed to ensure funding for the total project costs; iv) any profit (program income) to be made by the Subrecipient; and v) the amount of funds devoted toward the provision of the desired services or activities.
 - 14. Miami-Dade County certification not to use “Pink Slime” in food programs or related housing programs providing food (County Resolution No. R-478-12).
 - 15. Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (County Ordinance Section 2-11.1(s) of the County Code), Lobbyist specifically includes the principal, as well as any agent, officer, or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee.
 - 16. Subcontract/Supplier Listing (Ordinance 97-104).

The Subrecipient understands that the Grantee has relied on the Subrecipient's aforementioned representations in entering into this Agreement.

- i. Civil Rights – The Subrecipient agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as may be amended, in the exercise of its police power for the public safety, health and general welfare, to eliminate and prevent discrimination in employment, family leave, public accommodations, credit and financing practices, and housing accommodations because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking. It is further hereby declared to be the policy of Miami-Dade County to eliminate and prevent discrimination in housing based on source of income. **Initials here** ____.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT 24 CFR Parts 5, 91, 92, 570, 574, 576, and 903 [Docket No. FR-5173-F-04] RIN 2501-AD33 Affirmatively Furthering Fair Housing – The Fair Housing Act (title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601–3619) declares that it is "the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States." See 42 U.S.C. 3601. Accordingly, the Fair Housing Act prohibits, among other things, discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions because of "race, color, religion, sex, familial status, national origin, or handicap." **Initials here** ____.

See 42 U.S.C. 3604 and 3605. Section 808(d) of the Fair Housing Act requires all executive branch departments and agencies administering housing and urban development programs and activities to administer these programs in a manner that affirmatively furthers fair housing. See 42 U.S.C. 3608. **Initials here** ____.

The Subrecipient agrees to abide and be governed by Title VI and VII, of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.) and Title VIII of the Civil Rights Act of 1968, as amended, and **Executive Order 11063**, as may be amended, as well as with any applicable regulations, which provide in part that there will be no discrimination of race, color, gender/sex, religious background, ancestry or national origin in performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment or housing. It is expressly understood that upon receipt of evidence of such discrimination, the Grantee shall have the right to terminate this Agreement. **Initials here** ____.

Executive Order 11063 prohibits discrimination in the sale, leasing, rental, or other disposition of properties and facilities owned or operated by the federal government or provided with federal funds. **Executive Order 12892**, as amended, requires federal agencies to affirmatively further fair housing in their programs and activities, and provides that the Secretary of HUD will be responsible for coordinating the effort. **Executive Order 12898** requires nondiscrimination in federal programs that affect human health and the environment as well as provides minority and low-income communities' access to public information and public participation. **Executive Order 13166** requires federal agencies to examine the services they provide, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. **Executive Order 13217** requires federal agencies to evaluate their policies and programs to determine if any can be revised or

modified to improve the availability of community-based living arrangements for persons with disabilities. **Initials here** ____.

Awareness of the Joint Letter of clarification dated August 5, 2017 from United States Department of Justice, United States Department of Health and Human Services, United States Department of Housing and Urban Development reminding recipients of federal financial assistance that they should not withhold certain services based on immigration status when the services are necessary to protect life or safety. In the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA"), Congress restricted immigrant access to certain public benefits, but also established a set of exceptions to these restrictions. It is understood that recipients of federal funding that administer programs that (i) are necessary for the protection of life or safety; (ii) deliver in-kind services at the community level; and (iii) do not condition the provision of assistance, the amount of assistance, or the cost of assistance on the individual (participant's) recipient's income or resources, that such programs are not subject to PRWORA's restrictions on immigrant access to public benefits and must be made available to eligible persons without regard to citizenship, nationality, or immigration status. 8 U.S.C. Section 1611(b)(1)(D); 1621(b)(4). **Initials here** ____.

It is further understood that the Subrecipient must submit affidavits attesting that it is not in violation of the American with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794, et seq.), the Federal Transit Act, (49 U.S.C. 1612), and the Fair Housing Act, (42 U.S.C. 3601 et seq.), as may be amended, as well as with any applicable regulations. If the Subrecipient or any owner, subsidiary, or other firm affiliated with or related to the Subrecipient is found by the responsible enforcement agency, the Courts or Grantee to be in violation of these Acts, the Grantee shall conduct no further business with the Subrecipient. Any contract entered into based upon a false affidavit shall be voidable by the Grantee. If the Subrecipient violates any of the Acts during the term of any contract the Subrecipient has with Miami-Dade County, such contract shall be voidable by the Grantee, even if the Subrecipient was not in violation at the time the affidavit(s) were submitted. **Initials here** ____.

The Subrecipient agrees that it is in compliance with the Domestic Violence Leave, codified as (Article 8, Section 11A-60 et seq. of the County Code), as may be amended, which requires an employer, who in the regular course of business and has fifty (50) or more employees working in Miami-Dade County for each working day during each of the twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Subrecipient. **Initials here** ____.

The Subrecipient agrees to abide and be governed by the Age Discrimination Act of 1975, (42 U.S.C. 6101 et seq.) and implementing regulations at (24 CFR Part 146), as may be amended, as well as with any applicable regulations, which provides in part that there shall be no discrimination against persons in any area of employment because of age. **Initials here** ____.

The Subrecipient agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794, et seq.) as may be amended, as well as with any applicable regulations, which prohibits discrimination on the basis of handicap. **Initials here** ____.

The Subrecipient agrees to abide and be governed by the requirements of the Americans with Disability Act (ADA), as may be amended, as well as with any applicable law. **Initials here**
_____.

Pursuant to 24 CFR 578.23, Subrecipient hereby certifies and agrees that:

- i. Subrecipient will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project / program;
- ii. The address or location of any family violence project / program assisted under this part will not be made public, except with written authorization of the person responsible for the operation of such program and in accordance with any applicable state and local laws that prohibit disclosure of information relating to domestic violence centers;
- iii. Subrecipient will establish policies and practices that are consistent with, and do not restrict the exercise of rights provided by Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act, as amended, and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- iv. In the case of programs that provide housing or services to families, that Subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community including early childhood programs such as Head Start, Part C of the individuals with Disabilities Education Act, and programs authorized under Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act as amended;
- v. The Subrecipient shall use the centralized or coordinated assessment system established by the Continuum of Care as set forth pursuant to 24 CFR 578.7(a)(8);
- vi. Subrecipient, its officers, and employees are not debarred or suspended from doing business with the federal government; and
- vii. Subrecipient will provide information, such as data and reports, as required by US HUD.

Additionally, Subrecipient agrees:

- i. To establish such fiscal controls and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles;
- ii. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education. A Subrecipient that serves families with school-age children shall have at least one program staff member, knowledgeable of the McKinney-Vento Education for Children and Youth Act requirements and shall comply with all requirements related to facilitation of educational opportunities consistent with Miami-Dade County Homeless Trust's Standards of Care incorporated herein by reference;
- iii. To comply with the provisions of 24 CFR 578.23(c)(9).
- iv. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including the minimum requirements set forth in **§ 578.7(a)(9)**; and

- v. To operate the project(s) in accordance with the provisions of the McKinney-Vento Act and all requirements under 24 CFR part 578; and to comply with such other terms and conditions as US HUD may establish by NOFA (Notice of Funding Availability).

4. Suspension and Termination

- a. Suspension – The Grantee may, for reasonable cause, temporarily suspend the operation and authority to obligate funds of the Subrecipient, under this Agreement, or withhold payments to the Subrecipient pending necessary corrective action by the Subrecipient or both.

Reasonable cause shall be determined by the Grantee in its sole and absolute discretion and may include:

- i. Ineffective or improper use of any funds provided hereunder by the Subrecipient;
- ii. Failure by the Subrecipient to materially comply with any terms, conditions, representations or warranties contained herein;
- iii. Failure by the Subrecipient to submit any documents required by this Agreement; or
- iv. Incorrect or incomplete document submittal by the Subrecipient.

- b. Termination –

- i. Termination at Will – This Agreement, in whole or in part, may be terminated by the Grantee upon no less than **fifteen (15) working days'** notice when the Grantee determines that it would be in the best interest of the Grantee and / or the Subrecipient materially fails to comply with the terms and conditions of the award. Said notice shall be delivered by certified mail, return receipt request, or in person with proof of delivery. The Subrecipient shall have **five (5) days** from the day the notice was delivered to state why it is not in the best interest of the Grantee to terminate the Agreement. However, it is up to the discretion of the Grantee to make the final determination as to what is in its best interest.
- ii. Termination for Convenience – The Grantee or Subrecipient may terminate this Agreement, in whole or part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree in writing upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made it may terminate the grant in its entirety.
- iii. Termination Because of a Lack of Funds – In the event funds to finance this Agreement become unavailable, the Grantee may terminate this Agreement upon no less than **twenty-four (24) hours'** notice in writing to the Subrecipient. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. The Grantee shall be the final and sole authority in determining whether or not funds are available.
- iv. Termination for Breach – Upon terminating this Agreement under this section the Grantee, in its sole discretion, may require the Subrecipient to pay the Grantee any or all costs associated with termination of this Agreement, including but not limited to

transfer of the Subrecipient's obligations under this Agreement and or selection of a new Project Sponsor. The Grantee may terminate this Agreement, in whole or in part, when the Grantee determines in its sole and absolute discretion that the Subrecipient is not making sufficient progress in the performance of this Agreement as outlined in the "Scope of Services" contained within the **"Scope of Service and US HUD eSnaps Documents", Attachment B**, or is not materially complying with any term or provision provided herein including but not limited to the following:

1. The Subrecipient ineffectively or improperly used or uses the Grantee funds allocated under this Agreement;
2. The Subrecipient failed or fails to furnish the Certificates of Insurance required by this Agreement or as determined by Miami-Dade County Internal Services Risk Management Division;
3. The Subrecipient failed or fails to furnish proof of Licensure, proof of Certification or proof of Background Screening required by this Agreement;
4. The Subrecipient failed or fails to submit detailed reports of expenditures or final expenditure reports or submits incompletely or incorrectly;
5. The Subrecipient failed or fails to submit required reports or submits incompletely or incorrectly;
6. The Subrecipient refused or refuses to allow the Grantee access to records or refused or refuses to allow the Grantee to monitor, evaluate and review the Subrecipient's program;
7. The Subrecipient discriminates under any of the laws outlined in this Agreement;
8. The Subrecipient failed or fails to provide Domestic Violence Leave to its employees pursuant to local law;
9. The Subrecipient falsifies or violates the provisions of a Drug Free Workplace Affidavit;
10. The Subrecipient attempted or attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement;
11. The Subrecipient failed or fails within a specified period, to correct deficiencies found during a monitoring, evaluation or review;
12. The Subrecipient failed or fails to meet the terms and conditions of any obligation under this Agreement or otherwise of any repayment schedule to the Grantee or any of its agencies or instrumentalities;
13. The Subrecipient failed or fails to meet any of the terms and conditions of the Miami-Dade County Affidavits; and
14. The Subrecipient failed or fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement.

The Subrecipient shall be given written notice of the claimed breach and **ten (10) business days** to cure same. If the Subrecipient is not provided a written waiver of the breach by the Grantee, or if the Subrecipient remains in breach of this Agreement as determined by the Grantee, the Grantee shall initiate written notice to terminate and said notice will be to terminate effective within no less than **twenty-four (24) hours**. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. Waiver of Breach or any provision of this Agreement shall not be construed to be a modification, or revisions of the terms of this Agreement. The provisions contained herein do not limit the rights to legal or equitable remedies or any other provision for termination by the Grantee under this Agreement. The Subrecipient shall be responsible for all direct and indirect costs associated with such termination

or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the Grantee through fraud, misrepresentation or material misstatement may be disbarred from Miami-Dade County contracting for up to **five (5) years**.

5. Notice Regarding Future Funding Applications

Funding under this Agreement is provided by US HUD. The parties understand the Grantee, as the US HUD funding recipient, is responsible for review and approval of the funding application and response submitted to US HUD through the annual US HUD CoC Program Notice of Funding Availability (NOFA) application process.

The Subrecipient agrees to timely notify the Grantee of the Subrecipient's intention **not to be available to renew and continue operating or providing** the program in its entirety as covered under this Agreement. Timely is defined as the earliest of either 1) six (6) months prior to this Agreement's expiration; or 2) upon request to confirm allocations in the **Grant Inventory Worksheet (GIW)** registration process of the anticipated annual application to US HUD CoC Program NOFA.

If the Subrecipient is not available to apply for "renewal funding" or for the continuation of the program outlined in this Agreement, and failed to timely inform the Grantee as described herein, then the Grantee in its sole discretion **may opt not** to enter into future grant agreements with the Subrecipient.

Further, in the event the Subrecipient will not be available to apply for renewal funding applicable to this Agreement, the Subrecipient agrees to ensure that housing is maintained for persons served by the Subrecipient under this Agreement after the expiration of this Agreement so that those persons do not become homeless.

Notice from Subrecipient to Grantee pursuant to this section shall be delivered in writing by certified mail, return receipt request, or in person with proof of delivery, to the attention of Miami-Dade County Homeless Trust Executive Director.

6. Reversion of Assets

- a. Term of Commitment – If the Subrecipient receives assistance for acquisition, rehabilitation, or new construction, then the Subrecipient shall agree to operate the "McKinney-Vento Act housing" or provide "McKinney-Vento Act services" in accordance with this Agreement and applicable laws, and regulations for a term of at least **twenty (20) years** or if applicable **fifteen (15) years** from the date of initial occupancy or date of initial service provision. If the United States, Department of Housing and Urban Development (US HUD) determines a project is no longer needed for use as homeless assistance housing or services, then US HUD may provide authorization to the Grantee on behalf of the Subrecipient to convert the project to a project for the direct benefit of low-income persons pursuant to a request for such use by the Grantee on behalf of the Subrecipient operating the project as Project Sponsor. The parties hereby agree to this provision shall survive the expiration or termination of this Agreement pursuant to 24 CFR 578.81 - The request for authorization to US HUD from the Grantee on behalf of the Subrecipient must be made while the project is operating as homeless housing or supportive services for homeless individuals and families, must be in writing, and must include an explanation of why the project is no longer needed to provide

transitional or permanent housing or supportive services. The primary factor in US HUD's decision on the proposed conversion is the unmet need for transitional or permanent housing or supportive services in the Continuum of Care's geographic area.

- b. Repayment of Grant – If the Subrecipient does not provide supportive housing or supportive services for **twenty (20) years** or, if applicable, **fifteen (15) years** following the date of initial occupancy or date of initial service provision pursuant to this Agreement, then the Grantee shall require repayment of the entire amount of the grant or partial repayment of the grant used for acquisition, rehabilitation, or new construction, unless conversion of the project has been authorized by US HUD pursuant to the terms in the Term of Commitment. The parties hereby agree this provision shall survive the expiration or termination of this Agreement.
- c. Prevention of Undue Benefit – Upon the sale or other disposition of a project assisted with acquisition, rehabilitation or new construction funds occurring before the expiration of the **twenty (20) years** or, if applicable, **fifteen (15) year** period, the Subrecipient must comply with such terms and conditions as US HUD and the Grantee may prescribe to prevent the Subrecipient from unduly benefiting from such sale or disposition.

The Subrecipient shall return to the Grantee, upon the expiration or termination of the Agreement, any funds on hand, any accounts receivable attributable to those funds, and any overpayment due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the Subrecipient by the Grantee.

- d. Revocation of License or Permit – Notwithstanding any provision of this Agreement to the contrary, revocation of any necessary license, permit, or approval by a governmental authority may result in immediate termination of this Agreement upon no less than **twenty-four (24) hours'** notice. Said notice shall be certified by mail or hand delivery.
- e. Declaration of Restrictive Covenant and Declaration of Restrictions – Where grant funds are used for acquisition, construction or rehabilitation under this Agreement, the Subrecipient shall record a Declaration of Restrictive Covenants, as well as a Declaration of Restrictions, in accordance with this section.

The Declaration of Restrictive Covenants and the Declaration of Restrictions shall restrict the use of properties located at , in Miami-Dade County, Florida such that the properties must be operated for the provision of homeless housing and services for homeless persons in accordance with the provisions of (24 CFR Part 578, Code of Federal Regulations) and any other applicable laws or regulations for a term of at least **twenty (20) years** or, if applicable, **fifteen (15) year** period or for such other purposes as may be approved by the Grantee and US HUD.

The Subrecipient agrees that the Declaration of Restrictive Covenants and the Declaration of Restrictions shall be signed by the Subrecipient, as well as the title owner of the subject property and any other relevant property interest holders, including but not limited to a lessee of the title holder subleasing the property to the Subrecipient. If the Subrecipient is not the title owner of the subject property, the Subrecipient shall be responsible for obtaining execution of the Declaration of Restrictive Covenants and the Declaration of Restrictions by the title owner and by any other parties required by US HUD. The Subrecipient shall be responsible for ensuring that any signatories required by US HUD sign the Declaration of

Restrictive Covenants and the Declaration of Restrictions whether US HUD requires such signatories by regulation or by guidance provided directly regarding the project and / or property covered under this Agreement.

The Declaration of Restrictive Covenants executed by the Subrecipient and any other required parties and recorded by the Subrecipient must be approved by US HUD. The Subrecipient must provide US HUD with proof of recordation of the approved Declaration of Restrictive Covenants before funds for Rehabilitation or New Construction may be drawn down. Acquisition funds may be drawn down before proof of recordation is received by US HUD; however, no other grant funds will be available for draw down until US HUD is satisfied with the form and recordation of the Declaration of Restrictive Covenants.

The Subrecipient agrees to inform any lender or grantor which has loaned or granted funds for the purchase of such properties or structure on the subject property or properties covered under this Agreement and obtain their consent to the recordation of and subordination to the "Declaration of Restrictive Covenants" and the "Declaration of Restrictions". Such consent shall be in a form acceptable to the Grantee.

The parties hereby agree this provision shall survive the expiration or termination of this Agreement.

7. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

a. Accounting Standards, Cost Principles and Regulations.

- i. The Subrecipient shall comply with applicable provisions of applicable Federal, State and County laws, regulations, and rules such as OMB Circular A-110, OMB Circular A-21, and OMB Circular A-133 and with the Energy Policy and Conservation Act (Public Law 94-163) which requires mandatory standards and policies related to energy efficiency. If any provision of this Agreement conflicts with any applicable law or regulation, only the conflicting provision shall be modified to be consistent with the law or regulation or be deleted if modification is impossible. However, the obligations under this Agreement, as modified, shall continue and all provisions of this Agreement shall remain in full force and effect.
- ii. If the amount payable to the Subrecipient pursuant to the terms of this Agreement are in excess of **\$100,000**, or such other amount as required by applicable law or regulation; the Subrecipient shall comply with all applicable stands, orders, or regulations issued pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857(h), as amended: the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended: Section 508 of the Clean Water Act (33 U.S.C. 1368); the environmental Protection Agency regulations (40 CFR Part 15); Executive Order 11738; and the Environmental Review Procedures and Regulations (24 CFR Part 58 and 24 CFR Part 583.230). The Subrecipient shall comply with all applicable laws and regulations governing this Agreement.

- b. The Subrecipient shall comply with the federal uniform administrative requirements and accounting standards cost principles and audit requirements according to OMB Omni or Super Circular 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, OMB Circular

A-122, and 24 CFR 78 et seq., as may be applicable and any other applicable laws and regulations.

- i. Performance Measurements – The Subrecipient shall comply and report all performance objectives outlined in the “**Scope of Service and US HUD eSnaps Documents**”, **Attachment B**, and as outlined in the NOFA application and in the manner specified and outlined in this Agreement.
- ii. Additionally, the Subrecipient shall comply with the established United States Department of Housing and Urban Development’s (USHUD) performance measures related to the Continuum of Care’s (CoC) system performance. Specifically:
 1. **Measure 1:** The Length of Time Persons Remain Homeless
 2. **Measure 2:** The Extent to which Persons who Exit Homelessness to Permanent Housing Destinations Return to Homelessness
 3. **Measure 3:** Number of Homeless Persons
 4. **Measure 4:** Employment and Income Growth for Homeless Persons in CoC Program-funded Projects
 5. **Measure 5:** Number of Persons who Become Homeless for the First Time
 6. **Measure 6:** Homeless Prevention and Housing Placement of Persons Defined by Category 3 of HUD’s Homeless Definition in CoC Program-funded Projects
 7. **Measure 7:** Successful Placement from Street Outreach and Successful Placement in or Retention of Permanent Housing
- iii. HUD-funded agencies must have a minimum of 86% of the organization’s total number of beds/units which are reported to HUD for the Miami-Dade County Continuum of Care (CoC) through the Housing Inventory Checklist, populated in the HMIS, regardless of whether the beds are funded by HUD or the Homeless Trust, whether or not funded by HUD or the Homeless Trust.
- iv. Internal Controls – The Subrecipient shall comply with internal control related federal statutes, regulations, and the terms and conditions of the federal award; evaluate and monitor and take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and take reasonable measures to safeguard legally protected personally identifiable information and other information. These internal controls shall safeguard assets and provide reasonable assurance of compliance with federal statutes and regulations.
- v. Payment – The Subrecipient is required to report deviations from budget or project scope or objectives and request prior approvals from federal awarding agencies through the Grantee on any and all changes in scope or key persons and any other change to the program budget, in accordance with Omni or Super Circular 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230 and any other applicable laws and regulations.
- vi. Cost Sharing or Matching – For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the non-federal entity’s cost sharing or matching and such contributions shall meet all of the following criteria:
 1. Are verifiable from the non-federal entity’s records;

2. Are not included as contributions for any other federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under Costs Principles of 2 CFR Part 200, et al.;
5. Are not paid by the federal government under another federal award, except where the federal statute specifically provides that federal funds made available for such program can be applied to match or cost sharing requirements of other federal programs;
6. Are provided for in the approved budget when required by the federal awarding agency; and
7. Conform to 2 CFR Chapter II, Part 200.306, as applicable.

c. Retention of Agreement Records

- i. The Subrecipient shall retain financial records, supporting documents, statistical records and all records pertinent to a federal award for a period of **five (5) years** from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency.
 1. If any litigation, claim or audit is started before the expiration of the **five (5)**-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. If the Grantee or the Subrecipient has received or been given notice of any kind indicating any threatened litigation, claim or audit arising out of the services provided pursuant to the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Grantee, fully, completely and finally resolved.
 2. Records for real property and equipment acquired with federal funds must be retained for a minimum **five (5)** years after final disposition.
 3. Any leases or mortgages or similar documents or contracts with a term longer than **five (5)** years, must be retained for **five (5)** years beyond the end of the document's full term.
 4. Records for program income transactions after the period of performance: The Subrecipient must report program income after the period of performance records pertaining to the earning of program income must be retained for **five (5)** years after the end of the non-federal entity's fiscal year in which the program income is earned.
 5. The Subrecipient shall allow the Grantee or any persons authorized by the Grantee full access to and the right to examine any of the records pertinent to the Federal Award and this Agreement.
 6. The Subrecipient shall notify the Grantee in writing both during the pendency of this Agreement and after its expiration as part of the final close out procedure of, the location and address where all the Agreement records will be retained.

7. The Subrecipient shall obtain prior written approval by the Grantee for the disposal of any Agreement records before disposing of such records if it is within **one (1) year** after the expiration of the Retention Period.

8. Additional Requirements

The Subrecipient shall comply with the following additional requirements:

- a. Client Rules and Regulations – The Subrecipient shall submit to the Grantee a copy of the Client Rules and Regulations that apply to all program or client participants referred to the Subrecipient pursuant to this Agreement. This copy is due within **thirty (30) calendar days** following the execution of this Agreement.
- b. Personnel Policies and Administrative Procedure Manuals – The Subrecipient shall submit detailed documents describing all the Subrecipient’s policies and procedures for internal control, corporate, or organizational structure, property management, procurement, personnel management, accounting and fiscal information. This information shall be available to the Grantee upon request.
- c. Monitoring – The Subrecipient shall permit the Grantee and any other persons authorized by the Grantee to monitor, according to applicable regulations, all Agreement records, facilities, goods, services and activities of the Subrecipient which are in any way connected to the activities undertaken pursuant to the terms of this Agreement including interview of any participant, employee, subcontractor, or assignees of the Subrecipient. The Grantee shall monitor both fiscal and programmatic compliance with all terms and conditions of this Agreement including a review of beneficiaries, supportive services, housing, operating costs, program and performance progress, site habitability, participant eligibility, documentation for required match, record keeping, and compliance with circulars, administrative costs, technical assistance visits, and environmental review. The Subrecipient shall permit the Grantee to conduct site visits, participant assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. If the Grantee monitors and there is a finding of deficiencies report; said report may be delivered to the Subrecipient, and if so delivered, the Subrecipient shall rectify all deficiencies cited within the period of time specified in the report. Pursuant to Board of Miami-Dade County Commissioners **Resolution No. 630-13**, Miami-Dade County Mayor or Mayor’s designee may make unannounced, on-site visits during normal working hours to the Subrecipient’s headquarters and / or any locations or site where the services contracted for are performed.
- d. Restrictions of Funds Use – The funds received under this Agreement (and any State or local government funds used to supplement this Agreement) may **not** be used to replace State or local funds previously used, or designated for use to assist homeless persons (24 CFR Part 578.87). The Subrecipient shall notify the Grantee of any additional funding received for any activity described in this Agreement, other than funding already noted in the **“Consolidated Financial Record and Reports”, Attachment E**. Such notification shall be in writing and received by the Grantee within **thirty (30) calendar days** of the Subrecipient’s notification by the funding source.
- e. Related Parties – The Subrecipient shall report to the Grantee the name, purpose and any other relevant information in connection with any transaction conducted between the

Subrecipient and a related party transaction. A related party includes, but is not limited to; a for-profit or nonprofit subsidiary or affiliate organization, and organization with overlapping boards of directors or any organization for which the Subrecipient is responsible for appointing members. The Subrecipient shall report this information to the Grantee upon forming the relationship or if already formed, shall report it immediately. Any supplemental information shall be reported in the Grantee required Agency Narrative and Progress Report which are addressed in Section 2 b. "Records and Access to Records".

- f. Required Meeting Attendance – From time to time, Grantee through Miami-Dade County Homeless Trust may schedule meetings and or training sessions to assist the Subrecipient in the performance of its contractual obligations or to inform the Subrecipient of new and or revised policies and procedures. **Attendance at these meetings may be mandatory.** The Subrecipient shall receive notice no less than **three (3) business days** prior to any meeting or training session that may require mandatory participation. A record of attendance shall be kept of meetings or training sessions where notice was given indicating the mandatory participation of the Subrecipient and the Subrecipient shall be monitored for compliance on that record of attendance. Failure to attend meetings or training sessions for which a mandatory notice has been provided can result in material non-compliance of the Agreement, up to and including **Breach or Default**. Proof of mandatory notice shall consist of fax record, certified mail, electronic confirmation and or verbal communication with the Agreement contact person or persons and other program administrative staff of the Subrecipient. The Subrecipient may select one or more employees from their Agency, directly involved in the Agreement program, as their representative at the meeting or training session; the participation of the Agreement contact person or persons is preferred. The Subrecipient may request waiver from a mandatory meeting. That waiver must be received no later than **twenty-four (24) hours** prior to the meeting date and time, and justification provided, including the reason the Subrecipient could not send any representative. The Grantee shall have absolute and final approval over any determination to waive mandatory attendance; and no more than **two (2)** mandatory attendance waivers shall be allowed during the term of this Agreement. The Subrecipient is encouraged to attend all meetings of Miami-Dade County Homeless Trust and or its Committees, as information relevant to their program or services may be discussed.
- g. Publicity and Advertisements – The Subrecipient shall ensure that all publicity and advertisements prepared and released by the Subrecipient, such as pamphlets and news releases already or indirectly related to activities funded pursuant to this Agreement, and all events carried out to publicize the accomplishments of any activity funded pursuant to this Agreement, recognize the Grantee as its funding source.
- h. Procurement – The Subrecipient shall use its own procurement procedures which shall comply with any and all applicable federal, state and local laws, ordinances and regulations including but not limited to 2 CFR 200.318 as applicable. The Subrecipient shall maintain oversight and ensure that its subcontracts perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Subrecipient shall make a positive effort to competitively procure supplies, equipment, construction and services necessary or related to carrying out the terms of this Agreement from minority and women owned businesses, as may be permitted by applicable law. If this Agreement involves the expenditure of **\$100,000** or more by Miami-Dade County, and the Subrecipient intends to use subcontractors to provide the services listed herein or suppliers

to supply the materials, the Subrecipient shall provide Miami-Dade County with the names of the **“Subcontractor / Supplier Listing”, Attachment D**. Subrecipient agrees that it will not change or substitute subcontractors or suppliers from those listed without prior written approval of Miami-Dade County.

- i. Involvement of HUD-assisted individuals and families – per 24 CFR 578.23 (c)(3), the Subrecipient agrees to ensure to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining and operating facilities for the project and in providing supportive services for the project. Further, per the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) to the greatest extent feasible, opportunities for training and employment, for services or programs covered under this Agreement, should be given to lower-income residents of HUD-assisted projects and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.
- j. Property – This section applies to equipment with an acquisition cost of greater than **\$5,000.00** per unit and all real property. 1) Any real property under the control of the Subrecipient that was acquired and or improved in whole or in part with funds from Grantee, or from Miami-Dade County and any equipment or property purchased for greater than **\$5,000.00**, shall, upon expiration or termination of this Agreement, be disposed in accordance with instructions from the Grantee. Real Property is defined as land, including land improvements, structures, and appurtenances thereto, including moveable machinery and equipment. Equipment means tangible, non-expendable, personal property having a useful life of more than one (1) year and acquisition costs of greater than **\$5,000.00** per unit. 2) The Subrecipient shall list in the property records all equipment with an acquisition cost of greater than **\$5,000.00** per unit and all real property purchased in whole or in part with funds from the Grantee or from Miami-Dade County from this Agreement or from previous agreements. The property record shall include a legal description, size, date of acquisition, and value at time of purchase, owner’s name if different than the Subrecipient, information on the transfer or disposition of the property, and map indicating where property is in parcels, lots or blocks and showing adjacent streets and roads. Notwithstanding documents required for reimbursement purposes, an additional copy of the purchase receipt for any property described above which was purchased using Grantee or Miami-Dade County funds must also be included in the reimbursement package along with the **“Real Property and Equipment Asset Inventory”, Attachment I**, in the month it was purchased. 3) All equipment with an acquisition cost of greater than **\$5,000.00** per unit and all real property shall be inventoried annually by the Subrecipient and an Annual Inventory Report submitted to the Grantee. This report shall include the elements listed above. Pursuant to 2 CFR 200.94, if the cost of computing devices (inclusive of accessories) falls below the lesser of the capitalization threshold of the nonfederal entity or \$5,000, regardless of the length of useful life, the asset is a supply.
- k. Management Evaluations and Performance Reviews – The Grantee may conduct formal Management Evaluations and Performance Reviews of the Subrecipient following this expiration of this Agreement. The Management Evaluations will reflect the compliance of the Subrecipient with generally accepted fiscal and organizational standards and practices. The Performance Reviews will reflect the quality of service provided and value received of the funds using monitoring data such as progress reports, site visits, and participants’ surveys.

- I. Subcontracts and Assignments – The Subrecipient shall not assign this Agreement without the Grantee’s written consent to the assignment. The Subrecipient shall ensure that all subcontracts and assignments: 1) Identify the full, correct and legal name of the party; 2) Describe the activities to be performed; 3) Present a complete and accurate breakdown of all price components; and 4) Incorporate provisions requiring compliance with all applicable regulatory and other requirements of this Agreement with any conditions of approval that the Grantee deems necessary. This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service as set forth in this Agreement. The Grantee shall in its sole and absolute discretion determine when services are eligible substantive programmatic services subject to the audit and record keeping requirements described above.

The Subrecipient shall ensure that all subcontracts and assignments which involve the expenditure of one hundred thousand dollars (\$100,000.00) or more, comply with (Miami-Dade County Ordinance 97-104, § 1, 7-8-97), which shall require the entity contracting with Miami-Dade County to list all first tier subcontractors who will perform any part of the contract and all suppliers who will supply materials for the contract work directly to such entity. The contract shall also require the entity contracting with Miami-Dade County to report to Miami-Dade County the race, gender, and ethnic origin of the owners and employees of all such first tier subcontracts. This Agreement shall require the Subrecipient to provide Miami-Dade County the race, gender and ethnic information as soon as reasonably available and in any event prior to final payment under the contract. The Subrecipient shall not change or substitute subcontractors or suppliers from those listed except upon written approval of the County. The Subrecipient must provide the list of all first tier subcontractors and direct suppliers; see **“Subcontractor / Supplier Listing”, Attachment D**. The Subrecipient shall incorporate into all consultant subcontracts this additional provision: *“The Subrecipient is not responsible for any insurance or other fringe benefits for the consultant or its employees, (examples social security, income tax withholdings, retirement or leave benefits). The consultants assume full responsibility for the provision of all insurance and fringe benefits for themselves and their employees retained by the consultants in carrying out the Scope of Service provided in this subcontract”*. The Subrecipient shall be responsible for monitoring the contractual performance of all subcontracts. The Subrecipient shall receive written documentation prior to entering into any subcontract which contemplates performance of substantive programmatic activities, as such is determined as provided herein. The approval of the Grantee shall be obtained prior to the release of any funds to the Subrecipient for the subcontract. The Subrecipient shall receive written approval from the Grantee prior to either assigning or transferring any obligations or responsibilities set forth in this Agreement or the right to receive benefits or payments resulting from this Agreement. Approval by the Grantee of any subcontract or assignment shall not under any circumstances be deemed to provide for the incurring of any obligation by the Grantee in excess of the total dollar amount set forth in this Agreement.

- m. Consultant to the Grantee – The parties understand that in order to facilitate the implementation of this Agreement, the Grantee may from time to time designate a development consultant to work with the Subrecipient. The Grantee’s Consultant shall be considered the Grantee’s designee with respect to all portions of this Agreement with the exception of those provisions relating to payment to the Subrecipient for services rendered. The Grantee shall provide written notification to the Subrecipient of the name, address and employee representatives of the Grantee’s Consultant.

- n. Participation in the Homeless Management Information System (HMIS) – The Subrecipient agrees to participate in a Homeless Management Information System selected and established by the Grantee. Participation will include, but not be limited to, input of client data upon intake, daily updates of bed availability information, as well as updates to current and prior client's records upon client contact, and maintaining current data for statistical purposes. Subrecipients of Domestic Violence Programs with heightened privacy and confidentiality concerns are required to participate in an HMIS equivalent system to include the necessary stricter privacy and confidentiality standards. The Subrecipient understands that they are responsible for any ongoing costs to access the HMIS system. The Subrecipient agrees to abide by terms of any HMIS Agreements, which are incorporated herein by reference. The Subrecipient shall indemnify and hold harmless the Grantee and Miami-Dade County, its agents and instrumentalities from any and all liability, losses and damages arising out of or relating to this Agreement or the HMIS system.
- o. Miami-Dade County Inspector General review – The Subrecipient understands that Miami-Dade County, Office of the Inspector General may, on a random basis, perform audits on all Miami-Dade County contracts, throughout the duration of said contracts.
- p. Independent Private-Sector Inspector General review – The Subrecipient understands that Miami-Dade County Inspector General is also empowered to retain the services of Independent Private-Sector Inspector Generals, to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes including but not limited to project design, application and project specifications, proposals submittals, activities of the Subrecipient, its officers, agents and employees, lobbyists, Miami-Dade County staff, and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.
- q. Renegotiation or Modification – The Subrecipient agrees that modifications to provisions of this Agreement shall only be valid, when in writing and signed by duly authorized representatives of all parties. In addition, the Subrecipient may not make any significant changes to an approved program without prior written approval by the Grantee. Significant changes include, but are not limited to, changes in the Project Sponsor, changes in the project site location, additions or deletions in types of program or funding activities outlined in 24 CFR 578.37 – 578.63 and the Notice of Funding Availability (NOFA) process approved in the Technical Submission for this program, or a shift of greater than **ten (10)** percentage points between approved funding activities, or a change in the population served, the number of population served, or any other changes deemed significant by the Grantee. Depending upon the nature of the change, the Grantee may require a new certification of consistency with the Consolidated Plan Certification from the United States Department of Housing and Urban Development. Any approval for changes is contingent upon United States, Department of Housing and Urban Development Field Office approval of the continuation of the Subrecipient's renewal ranking in the CoC NOFA application process.

The parties agree to renegotiate this Agreement if the Grantee determines, in its sole and absolute discretion, that changes are necessary for reasons including but not limited to changes in Federal, State, County laws or regulations, or increases or decreases in funding allocations. The Grantee shall have final authority in determining funding availability for this Agreement caused by changes listed above. Notwithstanding the foregoing, the Grantee

retains all rights of suspension and termination set forth in other section(s) of this Agreement.

- r. Right to Waive – The Grantee may, for good and sufficient cause, determined by the Grantee in its sole and absolute discretion, waive provisions in this Agreement in writing or seek to obtain such waiver from the appropriate authority. All waiver requests from the Subrecipient must be in writing. Any waiver shall not be construed as a modification or revision to this Agreement.
- s. Disputes – In the event that an unresolved dispute exists between the Subrecipient and the Grantee, the Grantee shall refer the questions, including the views of all interested parties and the recommendation of the Miami-Dade County Homeless Trust, to the Miami-Dade County Mayor or the Mayor’s designee for determination. The Mayor or Mayor’s designee will issue a determination within **thirty (30) calendar days** of receipt and so advise the Grantee and the Subrecipient, or in the event additional time is necessary, the Grantee will notify the Subrecipient within the **thirty (30) day** period that additional time is necessary. The Subrecipient agrees that the determination of the Mayor or the Mayor’s designee shall be final and binding on all parties.
- t. Proceedings – This Agreement shall be construed in accordance with the laws of the State of Florida and any proceedings arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.
- u. No Third Party Beneficiaries – This Agreement has no intended or unintended third party beneficiaries.
- v. Construction of the Agreement – This Agreement shall not be construed against the drafter of this Agreement.
- w. Sovereign Immunity – Nothing in this Agreement shall be considered a waiver of sovereign immunity.
- x. Notice and Contact – The Grantee’s representative for this Agreement is Victoria L. Mallette, Executive Director, Miami-Dade County Homeless Trust. The Subrecipient’s representative for this Agreement is [REDACTED]. The project site location is [REDACTED]. In the event that different representatives are designated by the Subrecipient after this Agreement is executed, or the Subrecipient changes the address of either the program site or principal office, the Subrecipient must notify the Grantee prior to such relocation and obtain all necessary approvals. Notice of the name of the new representative or new address will be rendered in writing to the Grantee within **five (5) business days** of the proposed change.
- y. The Subrecipient shall provide to the Grantee, prior to execution of this Agreement, the Subrecipient’s Board Approval or Board Resolution designated authorizing signatories or their alternative to receive and expend funds, to execute agreements and subcontract agreements and to exercise modification, renewal and termination clauses contain within this Agreement. The resolution shall be updated and provided annually.

- z. The Subrecipient shall provide the Grantee with a current list of the Subrecipient's Board of Directors and a Program-Specific Table of Organization, which includes all current job titles in PDF format and which shall be emailed as an attachment to Miami-Dade County Homeless Trust's Contract Manager [Terrell T. Ellis](#) within **five (5) business days** of execution of this Agreement.
- aa. Name and Address of Payee – When payment is made to the Subrecipient, it shall be directed to the name and address of the payee listed here:
Subrecipient's Name: _____
Address: _____
- bb. All Terms and Conditions Included – this Agreement and its **Attachments A** through **K** as referenced in the Index of Attachment, contain all the terms and conditions agreed upon by the parties.
- cc. Autonomy – Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. The parties acknowledge that the relationship of Grantee and Subrecipient is that of independent contractors and that nothing contained in this Agreement shall be construed to place Grantee and Subrecipient in the relationship of principal and agent, employer and employee, master and servant, partners or joint ventures. Neither party shall have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into any agreements in the name of the other party, or to obligate or bind the other party in any manner whatsoever.
- dd. Severability of Provisions – If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of all applicable law.
- ee. Waiver of Trial – Neither the Subrecipient, subcontractor nor any other person liable for the responsibilities, obligations, services and representations herein, nor any assignee, successor heir or personal representative of the Subrecipient, subcontractor or any other such persons or entities shall seek a jury trial in any lawsuit, preceding, counterclaim or other litigation proceeding based upon or arising out of this Agreement, or the dealings or the relationship between or among the parties to this Agreement.
- ff. Counties and Municipalities outside Miami-Dade County – The Subrecipient agrees to provide homeless housing within Miami-Dade County and further agrees to abide by, as well as to post this notice: Notice that all firms, corporations, organizations or individuals desiring to transact business or enter into a contract with Miami-Dade County for the provision of homeless housing and or homeless services swears, verifies, affirms and agrees that 1) they have not entered into any current contracts, arrangements of any kind, or understanding with any county, or municipality outside of Miami-Dade County to provide housing and services for homeless persons in Miami-Dade County who are transported to Miami-Dade County by or at the behest of such counties and municipalities outside Miami-Dade County; and 2) During the term of this contract, entities listed above will not enter into any such contract, arrangement of any kind or understanding provided however, Miami-Dade County Homeless Trust may, in its sole and absolute discretion, find and determine within **sixty (60) days** of an entity's request to waive the requirements of this section, that a proposed contract should not be prohibited hereby, as the best interests of the homeless programs undertaken by and

on behalf of Miami-Dade County would be served and Miami-Dade County would not be negatively affected by such contract, arrangement, or undertaking.

- gg. Compliance with all applicable Laws, Regulations, Ordinances, Policies and Standards – The Subrecipient agrees to comply with all applicable Federal, State, and local laws, regulations, ordinances, and standards including but not limited to any applicable requirements regarding payment and performance bonds and other requirements for public works, competitive bid and bid bond requirements, if applicable, as well as with requirements contained in the Grantee’s **“Continuum of Care Program Grant Agreement”, Attachment A**. The Subrecipient also agrees to sign and provide the Grantee with any required affidavits.

Additionally, the Subrecipient shall comply with any and all guidance that Grantee receives from US HUD regarding this Agreement, the program and / or services covered herein, and clarification of existing laws and regulations

9. Religious Organizations

Pursuant to **24 CFR Part 578.87**, a primarily religious organization is eligible to receive US HUD funding, if the organization agrees to provide homeless housing and services in a manner that is free from religious influences as described in section 24 CFR Part 578.87 and in accordance with the following principles;

- a. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b. It will not discriminate against any person applying for homeless housing or services on the basis of religion and will not limit such homeless housing or services or give preference to persons on the basis of religion; and
- c. It will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing and exert no other religious influence in the provision of homeless housing and services funded hereunder.
- d. Alternative Provider – The Subrecipient shall incorporate into their policies and procedures, a written approved policy to refer, or transfer any program participant or prospective program participant of the Continuum of Care program who objects to the religious character of the provider. The policy and procedures shall be reviewed and subject to approval by Miami-Dade County Homeless Trust. At a minimum the policy and procedures shall include action to transfer or refer within a reasonably prompt time after the objection and undertake reasonable efforts to identify and refer the participant to an alternative provider to which the participant has no objection. Except for services provided by telephone, the Internet, or similar means, the referral must be to an alternative provider in reasonable geographic proximity to the organization making the referral. In making the referral, the Subrecipient shall comply with applicable privacy laws and regulations. The Subrecipient shall document any objections from program participants and prospective program participants and any efforts to refer such participants to alternative providers in accordance with the requirements of **24 CFR 578.103(a)(13)**.

The Subrecipient shall comply with the provisions of this section and with 24 CFR Part 578.87, as well as with any other applicable laws or regulations governing a primarily religious organization.

10. Health Insurance Portability and Accountability Act (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as may be amended, and any applicable federal, state, county and local laws and policies, including by not limited to 24 CFR 578.103, 42 CFR Part 2, and Section 39.908, Florida Statutes, as may be applicable. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to the following:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to Miami-Dade County of any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Subrecipient and provides reasonable assurances that IIHI and PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to Miami-Dade County for an accounting of disclosures;
- g. Making internal practices, books and records related to PHI and IIHI available to Miami-Dade County for compliance audits and for other purposes as may be permitted by law; and
- h. PHI shall maintain its protected status regardless of the form and method of transmission (including paper and or electronic transfer of data).

The Subrecipient must give its customers written notice of all privacy information practices including but not limited to description of the types of uses and disclosures that would be made with protected health information.

11. Proof of Licensure / Certification and Background Screening

- a. Licensure – If the Subrecipient is required by the State of Florida or Miami-Dade County or any federal, state or local law or regulation to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Service contained within the “Electronic Review, Renewal Adjustment and HEARTH Renewal Application”, Attachment B, the Subrecipient shall furnish to the Grantee a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Subrecipient fails to furnish the Grantee with the licenses, certificates or certifications required under this Section, the Grantee in its sole discretion, shall not disburse any funds until it is provided with such licenses or certifications. Failure to provide the required licenses or certification within **sixty (60) days** of execution of this Agreement may result in termination of this Agreement at the Grantee’s discretion.

- b. Background Screening – The Subrecipient agrees to comply with all applicable federal, state and local laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors and independent contractors. Subrecipient’s failure

to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors and independent contractors is grounds for a material breach and termination of this contract at the sole discretion of Miami-Dade County.

The Subrecipient agrees to comply with all applicable laws, (including but not limited to chapters 39, 402, 409, 394, 408, 393, 397, 943, 984, 985, 1012 and 435, Florida Statutes, and Section 943.04351, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions regarding background screening of those who may work or volunteer directly with or in the vicinity of vulnerable persons as defined by Section 435.02 Florida Statutes, as may be amended from time to time.

In the event criminal background screenings is required by law, the State of Florida and / or Miami-Dade County, the Subrecipient will permit **only** employees, volunteers, subcontractors and independent contractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work or volunteer in direct contact with or in the vicinity of vulnerable persons. The Subrecipient shall also comply with Section 943.059, Florida Statutes, regarding court-ordered sealing of criminal history records, and Section 943.0585, Florida Statutes, regarding court-ordered expunction of criminal history records, as may be applicable.

The Subrecipient agrees to ensure that employees, volunteers, subcontracted personnel and independent contractors who work with vulnerable persons satisfactorily complete and pass Level 2 background screenings before working or volunteering with any vulnerable persons. The Subrecipient shall furnish Miami-Dade County with proof that employees, volunteers, subcontracted personnel, and independent contractors who work with vulnerable persons, satisfactorily passed Level 2 background screenings pursuant to Chapter 435 Florida Statutes, as may be amended from time to time.

If the Subrecipient fails to furnish to Miami-Dade County proof that an employee, volunteer, subcontractor or independent contractor's Level 2 or other required background screening was satisfactorily passed and completed prior to that employee, volunteer, subcontractor or independent contractor working or volunteering with or in the vicinity of a vulnerable person or vulnerable persons, Miami-Dade County shall not disburse any further funds and this Agreement may be subject to termination at the sole discretion of Miami-Dade County.

SIGNATURES CONTINUE ON NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this **forty (40) page** Agreement to be executed by their respective and duly authorized officers the day and year first above written.

WITNESSES:

1. _____
(Signature of Witness)

(Print Name of Witness)

2. _____
(Signature of Witness)

(Print Name of Witness)

ENTITY:

Subrecipient: _____
(Print full name of Provider Agency)

(Signature)

(Print **Name** of Authorized Agency Signatory)

(Print **Title** of Authorized Agency Signatory)

Affix Agency Incorporation SEAL here

ATTEST:

**Miami-Dade County, a political subdivision of
The State of Florida**

JUAN FERNANDEZ-BARQUIN, CLERK

BY: _____
Deputy Clerk

Date

Daniella Levine Cava, County Mayor

See attached memorandum dated _____ approved as to form and legal sufficiency

Resolution # R-94-23

INDEX OF ATTACHMENTS

- Attachment A** – Continuum of Care Program Grant Agreement & Exhibit 1
- Attachment B** – Scope of Service and US HUD eSnaps documents
- Attachment C** – Form W-9 Request for Taxpayer
- Attachment D** – Miami-Dade County Required Affidavits and Declarations
- Attachment E** – Consolidated Financial Record and Reports – Excel Format
- Attachment F** – Performance Reports (Monthly and Annual)
- Attachment G** – CoC Internal Wellness Checklist and Guidelines
- Attachment H** – “Incident Report” form
- Attachment I** – “Real Property & Equipment Asset Inventory” form
- Attachment J** – When Subrecipient is the Rental Administrator
(Participant’s Housing Application)* HAP & LEASE
- Attachment K** – When Miami-Dade County is the Rental Administrator
(Participant’s Housing Application)* HAP & LEASE
- Attachment L** – Place-setter – Leave Blank

* The “CoC Participant Housing Application” contained therein, may be updated and amended from time to time and re-issued administratively