**AGREEMENT BETWEEN**

**THE [LOCAL GOVERNMENT AUTHORITY]**

**AND**

**THE [NON-PROFIT SHELTER]**

***INSRUCTIONS FOR USE OF THIS TEMPLATE:*** *There may be differences in what local government agency has the legal responsibility for coordinating activities related to sheltering. Each county has a countywide emergency management agency. A list of each agency and a contact is listed here:* [*https://webeoctraining.dps.ohio.gov/ohiocountyEMADirectorList/countyemalist\_web.aspx*](https://webeoctraining.dps.ohio.gov/ohiocountyEMADirectorList/countyemalist_web.aspx)

*The local government authority that is entering into this contract should consult their county EMA and insert a statement in the section below that citeso the local ordinance or state law that gives that agency responsibility for coordinating activities related to sheltering. For many counties, that authority may be ORC 5502.26, which is the state law that creates the countywide emergency management agency.*

*Sections that need updated with local information and agreements, are highlighted in yellow.*

**I. Parties and Authorities**

[nonprofit shelter] is a private, non-profit organization whose mission is to provide safe shelter and related supportive services to persons experiencing homelessness.

The [Local Government] is the [agency/department/etc] responsible for coordinating activities related to sheltering and services to persons experiencing homelessnessunder Ohio Department of Health Director’s Order: “Directors Order for Non-Congregate Sheltering to be utilized throughout Ohio.” (March 31, 2020; revised April 29, 2020) *as well as* *[insert any other relevant O.R.C., local ordinance, resolutions. giving the local government authority].*

Local Government Agencies are directed by the non-congregate sheltering order to take all necessary actions to identify both public and private facilities, secure available space, and enter into any contracts or mutual aid agreements that may be necessary to procure, equip, or operate non-congregate shelters throughout the state.

**II. Purpose and Background**

COVID-19 is a respiratory disease that can result in serious illness or death, is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other (within about six feet) through respiratory droplets produced when an infected person coughs or sneezes. It may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose or eyes.

On March 9, 2020, Mike DeWine, Governor of the State of Ohio declared a state of emergency of the entire State to protect the well-being of Ohio citizens from the dangerous effects of COVID-19.

On March 13, 2020, the President declared that a nationwide emergency exists for the state of Ohio beginning on January 20, 2020 as a result of COVID-19 (FEMA-3457-EM-OH), and subsequently on March 31, 2020, the President declared a major disaster for the State of Ohio (FEMA-4507-DR-OH).

On March 14, 2020, the Director of the Ohio Department of Health (ODH) issued orders prohibiting all mass gatherings in the State of Ohio and closing all K-12 schools.

On March 29, 2020 ODH issued an order requiring the use of non-congregate sheltering throughout the state for those who are unable to safely self-quarantine in their place of residence and to isolate those diagnosed with or showing symptoms of COVID-19.

On April 2, 2020 and again on May 1, 2020 Ohio EMA secured the necessary approvals for the use of non-congregate sheltering statewide under Ohio Department of Health Director’s Order: “Directors Order for Non-Congregate Sheltering to be utilized throughout Ohio.” (March 31, 2020; revised April 29, 2020).

**[info on need in Ohio]**

The purpose of this Agreement is to set forth the Parties mutual agreement and goal that Ohio residents **[IN X AREA]** experiencing homelessness have access to non-congregate shelter during the COVID-19 pandemic, and to address the Parties responsibilities related to ensuring compliance with the Department of Health’s non-congregate sheltering order that are necessary to protect immediate public health and safety.

**III. Responsibilities**

**A. [SHELTER]**

[shelter] shall:

1. [steps that will be taken by shelter to comply with non-congregate DOH order]
2. Seek reimbursement of said expenses from Ohio EMA in accordance with section IV of this Agreement.
3. Obtain detailed, itemized invoices from its purchases to verify eligible costs pursuant to this Agreement, and shall retain all copies of all cost-supporting records and documentation in compliance with section VI. (6) of this Agreement.

**B. [Local Government Agency]**

The [Local Government Agency] shall submit an application to FEMA for reimbursement through the FEMA Public Assistance Program for eligible expenses incurred under this Agreement and reimburse [SHELTER] with all FEMA Public Assistance dollars received.

**IV. Costs**

1. [SHELTER] shall not seek reimbursement of any cost where duplicate funding is available from another state or federal program, insurance or any other source to reimburse the same cost.
2. [SHELTER] may submit invoices and any other documentation that [Local Government Agency] may require on a weekly basis, but shall ensure that all invoices are submitted to [Local Government Agency] within 7 days of the expiration of this Agreement.
3. Costs incurred by [SHELTER] shall be reasonable pursuant to applicable federal regulations and federal costs principles. A cost is considered reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

**V. Points of Contact**

[Local Government Agency]

[SHELTER]

**VI. General Provisions**

1. **Notice of Federal Requirements -** The [SHELTER] understands and acknowledges that the State is relying in part on available Federal funds to meet its obligations under this Agreement. As such the [SHELTER] agrees to comply with all applicable federal, state, and local laws, regulations, policies, directives, procedures and requirements in the conduct of the Work.

The [SHELTER] shall comply with the provisions of the Uniform Administrative Requirements, Cost Principles and audit Requirements, found at Title 2 CFR Part 200. Further, the [SHELTER] understands and agrees that 2 CFR 200.326 and Appendix II to Part 200 require all contracts funded in a whole or in part with federal monies to include the provisions set forth in Attachment A, hereinafter incorporated into this Agreement, and will abide by these terms as applicable in performing the services under this Agreement.

1. **Liability Requirements** – Each party to this Agreement shall be responsible for its own acts and omissions and those of its officers, employees and agents. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits. In the event that an agency is subject to liability, suits, losses, judgments, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless. Should suit be filed in the Ohio Court of Claims in accordance with Chapter 2743 of the Ohio Revised Code, [Local Government Agency] would be responsible for the payment of any settlement or judgment rendered against it.
2. **Remedies** – In the event [SHELTER] violates any term of this agreement or does not properly procure and document costs, [Local Government Agency] may recoup any state or federal funds spent under this Agreement. In the event a state or federal audit concludes that state or federal monies were spent in violation of state or federal law and regulation. [SHELTER] will be responsible for paying back any amounts of money the audit determines were not spent properly.
3. **Confidentiality** – The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligation specified herein. The parties agree to be bound by the same standards of confidentiality that apply to the employees of either agency and to the State of Ohio. Each partner specifically agrees to comply with state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded.
4. **Compliance with Federal and State Laws, Rules and Regulations** – each partner agrees to comply with all federal and state laws, rules, regulations and auditing standards which are applicable to the performance of this Agreement.
5. **Records Retention and Audits** – All records relating to costs, work performed and supporting documentation for expenditure of the funds transferred by [Local Government Agency] to [SHELTER], along with copies of all deliverables submitted to [Local Government Agency] pursuant to this Agreement, shall be retained and made available by [SHELTER] for audit by the State of Ohio (including but not limited to [Local Government Agency], the Auditor of the State of Ohio, Inspector General or duly authorized law enforcement officials) and agencies of the United States government for a minimum of three (3) years from the date that the State submits to FEMA the final expenditure report for this project. . If any litigation, claim, negotiation, audit, request for information, or other action involving this Agreement is initiated during this time period, [SHELTER] shall retain such records until the audit is concluded and all issues are resolved.
6. **Audit Exceptions**
	1. [SHELTER] shall be responsible for receiving, replying to and arranging compliance with any audit exception by any state or federal audit of this Agreement as it pertains to [SHELTER] performance of the Agreement.
	2. [Local Government Agency] shall be liable for any audit exception that results solely from its acts or omissions in the performance of this Agreement. [SHELTER] shall be liable for any audit exception that results solely from its acts or omissions in the performance of this Agreement. In the event that the audit exception results from the acts or omissions of both [SHELTER] and [Local Government Agency], then financial liability for the audit exception shall be shared by the parties in proportion to relative fault. In the event of a dispute concerning the allocation of financial liability for audit exceptions, the parties agree that the dispute shall be referred to the Office of the Governor for a final, binding determination which allocates financial liability.
	3. For purposes of this Agreement, the term “audit exception” shall include federal disallowances and deferrals.
7. **Drug-Free Workplace** – [SHELTER] and [Local Government Agency] shall comply with all applicable state and federal rules, regulations and statutes pertaining to a drug-free workplace. The [SHELTER] and [Local Government Agency] shall make a good faith effort to ensure that all employees do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way while working on state, county or municipal property.
8. **Anti-Discrimination –** All activities under this Agreement shall be conducted in accordance with the requirements under O.R.C. Section 125.111, and shall not discriminate against anyone because of race, color, religion, creed, sex, age, disability, national origin or ancestry. All activities under this Agreement shall further be conducted in accordance with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Educational Amendment of 1972, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor Relations, 41 C.F.R. Part 60.
9. **Governing Laws** – The provisions of this Agreement shall be interpreted in conformity with and governed by the laws of the State of Ohio.
10. **Waiver** – The waiver by [Local Government Agency] of any occurrence of breach or default is not a waiver of such subsequent occurrences of breach and default, and [Local Government Agency] retains the right to exercise all remedies mentioned in this Agreement.

**VII. Effective date and Termination**

This Agreement shall be effective on upon full execution of all parties and shall terminate the sooner of xx/xx/xxxx or when an additional source of funding becomes of available to [SHELTER]. Should another source of funding not become available to [SHELTER] on or before xx/xx/xxxx, the parties through mutual written agreement may extend this Agreement until xx/xx/xxxx."

**VIII. Amendment, Dispute Resolution, Cancellation or Termination**

This Agreement constitutes the entire agreement between the parties. This Agreement may be amended at any time in writing and by mutual consent of both parties. The Director of [Local Government Agency] and the Executive Director of [SHELTER] shall resolve any disputes between themselves concerning responsibilities under, or performance of, any of the terms of this Agreement.

The Agreement may be cancelled by either party upon sixty *(60)* days written notice ***except***, where the cancellation is for cause (i.e., a material or significant breach of any of the provisions of this Agreement), then it may be canceled immediately upon delivery of written notice to the other party.

This Agreement may be terminated immediately in the event there is a loss of funding. A notice specifying the reasons for termination shall be sent as soon as possible after the termination, in accordance with the procedures set forth herein. [Local Government Agency] will be released from its obligations on the date funding expires.

**IX. Signature Page**

By signing this Agreement, all parties have reviewed the Agreement and find it accurately reflects a general understanding of the respected responsibilities to establish this collaboration.

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[NAME] [NAME]

[TITLE] Executive Director

[Public health department] [SHELTER]

ATTACHMENT A

2 CFR 200.326 and Appendix II to Part 200 require all contracts funded in a whole or in part with federal monies to include the following provisions where applicable. For purposes of this Attachment the term “contractor” refers to the[Shelter].

1. **Construction Work**: Should any “construction work” as that term is defined in 41 C.F.R. 60-1.3 then following provisions shall apply:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action toensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor'](https://www.law.cornell.edu/definitions/index.php?width=840&amp%3Bheight=800&amp%3Biframe=true&amp%3Bdef_id=11ed7b108f4f698848db076411872c73&amp%3Bterm_occur=26&amp%3Bterm_src=Title%3A41%3ASubtitle%3AB%3AChapter%3A60%3APart%3A60-1%3ASubpart%3AA%3A60-1.4)s legal duty to furnish information.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided*,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

1. **Contract Work Hours and Safety Standard Act**

Should costs under this Agreement exceed $100,000 for the cost employment of mechanics or labors, excluding the purchase of supplies or materials or article ordinarily available on the open market, or contracts for transportation or transmission of intelligence the following provisions shall apply:

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The [Local Government Agency] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
5. **Clean Air Act**
6. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
7. Contractor agrees to report each violation to the [Local Government Agency] and understands and agrees that the [Local Government Agency] will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
8. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
9. The Federal Water Pollution Control Act
10. Contractor agrees agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
11. Contractor agrees to report each violation to the [Local Government Agency] and understands and agrees that the [Local Government Agency] will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
12. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.
13. Suspension and Debarment
14. Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
15. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
16. This certification is a material representation of fact relied upon by [Local Government Agency]. If it is later determined that [SHELTER] did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to [Local Government Agency], the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
17. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352**

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (see Attachment 1). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

1. **Procurement of Recovered Materials**
2. In the performance of this contract, [SHELTER] shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
	* Competitively within a timeframe providing for compliance with the contract performance schedule;
	* Meeting contract performance requirements; or
	* At a reasonable price.
3. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
4. [SHELTER] also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
5. Access to Records
6. [SHELTER] agrees to provide the [Local Government Agency], the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of [SHELTER] which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
7. [SHELTER] agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
8. [SHELTER] agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
9. In compliance with the Disaster Recovery Act of 2018, the [Local Government Agency] and [SHELTER] acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[SHELTER], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, [SHELTER] understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of [SHELTER]’s Authorized Official

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Name and Title of [SHELTER]’s Authorized Official

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Date