

Memorandum of Agreement

TANF Housing Now for Homeless Families

Program Reference & Link Version SFY 21-22

This agreement is between [Name of Organization] (hereafter referred to as Sub-Grantee) and the Coalition on Homelessness and Housing in Ohio (COHHIO) for the period of **July 1st, 2021 through June 30th, 2022.**

Purpose and Objective

The purpose of this Memorandum of Agreement (Agreement) is to establish the expectations related to the administration of the TANF Housing Now for Homeless Families (HNHF) project.

Agreement

1. Funding Availability

- 1.1. COHHIO will provide grant funds to the Sub-Grantee in an amount that is at least \$XXX,XXX
 - 1.1.1. All of these funds must be spent on costs incurred by **June 30th, 2022.**
 - 1.1.2. Additional funds may be available if the Sub-Grantee can demonstrate the need for additional resources to address the purpose of the HNHF project.
 - 1.1.3. COHHIO will conduct funding monitoring on a regular basis and has the right to adjust the amount available for grant activities based on usage and need.
 - 1.1.4. Any remaining funds will be recaptured by COHHIO.
 - 1.1.5. The funds being provided via the HNHF Project come from the Temporary Assistance for Needy Families (TANF) grant, awarded by the US Dept. of Health and Human Services to the Ohio Department of Job and Family Services (ODJFS).
 - 1.1.6. The CFDA number is 93.558
- 1.2. Funding is available for the following activities:
 - 1.2.1. Program Expenditures of at least \$XXX,XXX
 - 1.2.2. Administrative Expenditures not to exceed \$XXX,XXX

2. Payment of Funds

- 2.1. Payment to the Sub-Grantee will be made upon receipt of an invoice for eligible costs incurred. Invoices should be submitted in a timely manner each month. No later than the 10th of each of month, approximately 40 days after invoicing month ends.
- 2.2. Final invoice shall be submitted no later than **July 20th, 2022 (or the date listed in your signed MOA in August 2021).**

3. **Scope of Work.** The Sub-Grantee shall undertake the activities as set forth in the Roles and Responsibilities section below. COHHIO may from time to time, as appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Sub-Grantee concerning the activities described in this Agreement. Within a reasonable period of time, the Sub-Grantee shall comply with such instructions and fulfill such requests.

4. Use of Funds

- 4.1. **Appropriate Use of Funds.** The Sub-Grantee shall use the funds solely for the stated purposes set forth in this Agreement. Expenditures shall be reported by invoices.
- 4.2. **Duration of TANF Assistance Per Family.** Assistance for a household cannot exceed 4 months of costs nor be provided after June 30th, 2022.
- 4.3. **Eligible uses of funds** include:
 - 4.3.1. **Financial assistance**
 - 4.3.1.1. Rental assistance
 - 4.3.1.2. Rental arrearages (not to exceed the equivalent of 4 months or rent)
 - 4.3.1.3. Security deposits (not to exceed two months of rent)
 - 4.3.1.4. Utility deposits and payments
 - 4.3.1.5. Utilities arrearages
 - 4.3.2. **Supportive Services**
 - 4.3.2.1. Assessment of service needs
 - 4.3.2.2. Case management
 - 4.3.2.3. Housing search and counseling services
 - 4.3.2.4. Transportation
 - 4.3.2.5. Assistance with moving costs
- 4.4. **Administrative Costs**
 - 4.4.1 An applicant must choose one of the following methods to claim indirect costs:
 - 4.4.1.1 Entities with an OMB federally Negotiated Cost Rate (NICR) can elect to charge costs up to this rate in their budget. A copy of the approved OMB Federal cost rate agreement should be available for review if requested.
 - 4.4.1.2 Entities that do not have an NICR may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) in the Project Budget. Expenditures included as indirect costs may not be duplicated elsewhere in the budget.
- 4.5 **Ineligible Use of Funds.**
 - 4.5.1 **Security of Loan or Debt.** The Sub-Grantee shall not pledge the Funds as security of any loan or debt of any kind other than that described in this Agreement.
 - 4.5.2 **Prior Expenditures.** Expenses incurred prior to the stated start date will not be reimbursed.
- 4.6 **Return of Unused Funds.** If the Sub-Grantee does not expend the funds in accordance with the terms and conditions and time period set forth in this Agreement or the total amount exceeds the eligible costs of the project, the Sub-Grantee shall return improperly or unexpended funds to COHHIO within thirty (30) days after the expiration or termination of this Agreement.

5. **Reports.** The Sub-Grantee agrees to submit invoices monthly and progress reports quarterly, using the invoice and report forms provided by COHHIO

6. Assurances

- 6.1. **Obligations Related to Grant Funds.** Sub-Grantee agrees to expend all federal assistance funds provided via the TANF HNHF project in accordance with applicable laws and regulations including but not limited to the following federal rules pursuant to 45 CFR Part 75 & 2 CFR Part 200:
 - 6.1.1. **Allowable Costs.** [45 CFR 75 Subpart E](#)
 - 6.1.2. **Financial Management Standards & Systems.** [45 CFR 75.302](#)
 - 6.1.3. **Cost Sharing or Matching.** [45 CFR 75.305](#); [45 CFR 75.306](#)
 - 6.1.4. **Program Income.** [45 CFR 75.307](#)
 - 6.1.5. **Period of Performance & Availability of Funds.** [45 CFR 75.309](#)
 - 6.1.6. **Real Property.** [45 CFR 75.318](#)
 - 6.1.7. **Equipment.** [45 CFR 75.320](#)
 - 6.1.8. **Supplies.** [45 CFR 75.321](#)

6.1.9. **Duration of Compensation.** [ORC 126.07](#)

6.2. **Transparency.** Sub-Grantee agrees to permit COHHIO, ODJFS, any other state or government entity, and federal and state auditors to have access to the records and financial statements as necessary for the pass-through entity (COHHIO) to comply with all federal/state requirements.

6.3. **Regulatory Compliance.** Sub-Grantee affirms current and continued compliance by of Sub-Grantee and any of its principals, subgrantees, or subcontractors with each special condition and regulation listed below:

6.3.1. **Federal Debarment Requirements.** [45 CFR 75.213](#)

6.3.2. **Qualifications to Conduct Business.** Sub-Grantee affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period Sub-Grantee, for any reason, becomes disqualified from conducting business in the State of Ohio, Sub-Grantee will immediately notify COHHIO in writing and will immediately cease performance of all Subgrant activities.

6.3.3. **Finding for Recovery.** Sub-Grantee affirms that neither Sub-Grantee nor its principals, subgrantees, or subcontractors, is subject to a finding for recovery under [ORC 9.24](#).

6.3.4. **Americans with Disabilities.** [Americans with Disabilities Act of 1990](#), as amended; [Section 504 of the Rehabilitation Act of 1973](#), as amended.

6.3.5. **Fair Labor Standards and Employment Practices.** Sub-Grantee certifies that it is following all applicable federal and state laws, rules, and regulations governing fair labor and employment practices including but not limited to federal and state non-discrimination laws including but not limited to [ORC 121.23](#) and [the Fair Labor Standards Act](#).

6.3.6. **Ethics and Conflicts of Interest Laws.**

6.3.6.1. **Ethics.** [Governor's Executive Order 2019-liD](#)

6.3.6.2. **Conflicts of Interest** [CRC 3517.13 \(I\) and \(J\)](#)

6.3.6.3. **Gifts to Government Officials.** [CRC 102.03](#), [2921.42](#), and [2921.43](#)

6.3.7. **Lobbying Restrictions.**

6.3.7.1. **Federal.** [31 USC 1352](#)

6.3.7.2. **State.** [ORC 121.60 through 121.69](#)

6.3.8. **Child Support Enforcement.** [CRC Chapters 3119, 3121, 3123. and 3125](#)

6.3.9. **Pro-Child Act.** [Pro-Children Act of 1994](#); [Public Law 103-277, Part C](#)

6.3.10. **Drug-Free Workplace.** [41 USC Chapter 10](#)

6.3.11. **Work Programs.** [CRC Chapter 5101 and 5107](#)

6.3.12. **MBE/EDGE.** [2 CFR 200.321](#) [Sub-Grantee agrees to purchase goods and services under this Agreement from certified Minority Business Enterprise (MBE) and Encouraging Diversity, Growth, and Equity (EDGE) vendors whenever possible. Sub-Grantee agrees to encourage any of its subgrantees or subcontractors to purchase goods and services from certified MBE and EDGE vendors. In accordance with 2 CFR 200.321. Sub-Grantee agrees to take affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible.]

6.3.13. **Expenditure of Public Funds for Offshore Services.** [Governor's Executive Order 2019-12D](#)

6.3.14. **Combating Trafficking in Persons.** [2 CFR Part 175](#) & [22 USC 7104](#); [Trafficking Victims Protection Act \(TVPA\) of 2000](#)

- 6.3.15. **Civil Rights Assurance.** [Title VI of the Civil Rights Act of 1964](#), as amended ([42 U.S.C. 2000d et seq.](#)); [Age Discrimination Act of 1975](#), as amended ([42 U.S.C. 6101 et seq.](#)), [Title IX of the Education Amendments of 1972](#) ([20 U.S.C. 1681 et seq.](#))
- 6.3.16. **Clean Air Act and Federal Water Pollution Control Act.** [Clean Air Act](#) ([42 U.S.C. 7401-7671g](#)); [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)).
- 6.3.17. **Intellectual Property.**
 - 6.3.17.1. **Rights to Inventions.** [37 CFR Part 40](#)
 - 6.3.17.2. **Liability and Patent/Copyright Infringement.** [ORC Chapter 2743](#) and [ORC 109.02](#)
 - 6.3.17.3. **Work Product Propriety and Trade Secrets.** [ORC 1333.61](#)
- 6.3.18. **All Other Applicable Laws and Regulations.** Sub-Grantee certifies that it is in compliance with all other applicable federal and state laws, regulations, and rules, and will require the same certification from its subgrantees or subcontractors.
- 6.3.19. **Right to Suspend or Terminate MOA for Noncompliance.** If at any time Sub-Grantee is not in compliance with the conditions affirmed in this Section, COHHIO may immediately suspend or terminate this MOA and will deliver written notice to Sub-Grantee. Sub-Grantee will be entitled to compensation, upon submission of a proper invoice, only for work performed during the time Sub-Grantee was following the provisions of this Section. Any funds paid for work performed during a period when Sub-Grantee was not in compliance with this Section will be immediately repaid.

- 7. **Definitions.** For the purposes of this Agreement, terms have the same meanings as provided [in 2 CFR Part 200 of the Uniform Administrative Requirements](#), Cost Principles, and Audit Requirements for Federal Awards and [45 CFR 75](#).

Roles and Responsibilities

Sub-Grantee's roles and responsibilities as part of this MOA include:

1. Create or update program policies and procedures to appropriately guide the use of the TANF HNHF funds. Review the *TANF Housing Now for Homeless Families Project Guidelines* document for details.
2. Ensuring completion of the [ODJFS TANF Non-Assistance Eligibility Form](#) with every client household
3. Ensure assistance is provided on behalf of eligible households only
4. Ensure the provision of TANF HNHF assistance is documented in HMIS
5. Ensure any Sub-Contractor agencies comply with all program guidelines and requirements
6. Submit invoices and reports as required and in the format determined by COHHIO

COHHIO's roles and responsibilities as part of this MOA include:

1. Provide training and ongoing technical assistance as needed and requested
2. Provide program updates and guidance, as needed
3. Conduct remote project performance reviews, as needed
4. Conduct on-site or virtual monitoring, as needed

Term of the Agreement

The term of this agreement lasts **from July 1st, 2021 to June 30th, 2022**

Signatures:

Name, position, agency

Date

D. Douglas Argue, Managing Director, COHHIO

Date