

Sub-recipient Agreement For Professional Services
From Non-Profit Organization

Article 1: Preliminary Recitals

Parties

This Contract made and entered into this _____ day of _____, 201__ by and between the County of Cuyahoga, Ohio (the "County"), and InterReligious Partners in Action of Greater Cleveland, a not-for-profit agency, with principal offices located at 1688 Fulton Road, Cleveland, Ohio 44113, (the Provider").

Term

This Contract shall commence on the 1st day of January, 2011 and shall terminate on the 31st day of May, 2011.

Article 1: Purpose

Whereas the County requires the services provided by Provider to assist in organizing and coordinating a Homeless Stand Down for homeless persons in the greater Cleveland community, and whereas the Provider is willing to provide such services, therefore, in consideration of these tenants, the County and the Provider do hereby acknowledge their mutual desire to enter into a contractual relationship.

Article 2: Scope of Services

The Provider hereby agrees to provide services described in Attachment I, Work Program and Budget, which is attached hereto and made a part thereof as if fully rewritten. Changes in Attachment I, may be requested from time to time by either the County or the Provider, and shall be incorporated in written amendments to this Agreement.

Article 3: Contract Revisions

Revisions of budget line items' as delineated in Attachment I, Work Program and Budget, may be allowed up to a total of 10% of the total grant award within the Time of Performance noted in Article I - Term, with the prior approval of the County. The County must be advised, in writing, of any staff changes prior to the submission of a draw.

Article 4: Compensation

The County shall compensate Provider for all expenditures made in accordance with the schedule set forth in Attachment I, Work Program and Budget, which is attached hereto. Compensation shall be provided during the term of this Agreement not to exceed **\$ 15,000.00**

Article 5: Method of Payment

The County shall reimburse Provider based on a statement of expense, documented per County reimbursement policies, and submitted to the County. Payment and advance shall be made within thirty (30) days of receipt by the County.

InterReligious Partners in Action of Greater Cleveland

Documentation of advance request will include an estimate, per month, based on budgeted items.

Documentation of expenses for the draw will include:

- 1) budget to actual expense report
- 2) monthly financials
- 3) invoices, canceled checks

(b) Revisions of budget line items may be allowed with the prior approval of the County.

Article 6: Reports and Records

The Provider must maintain records and data including but not limited to, homelessness, income and support services provided. The provider must maintain the Outcome Management Framework (OMF) system and report on client success with residential stability, increased skills/income, and greater self-determination. OMF quarterly reports must be submitted to the Office of Homeless Services. Fundamentals of the OMF system and all other data shall be communicated to the Provider by the County.

The County or any of their authorized representatives shall have access at any time during normal business hours to all books, accounts, records, reports, files, and other papers or property of the Provider pertaining to fundings provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The Provider shall provide necessary information and periodic reports as required in this Section of the Agreement. All data, information, and reports generated as a result of this Agreement are the property of the County.

Article 7: Liability

The County shall not be liable hereunder and/or obligated to any third party for the extent of this agreement.

Article 8: Anti-Discrimination

The Provider agrees that in the performance and delivery of service under this agreement there shall be no discrimination exercised against any persons because of race, sex, color, religion, national origin or disability as provided in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1992. Any and all active violations of the aforementioned statutes shall constitute sufficient justification for immediate termination.

Article 9: Indemnification

The Provider agrees that it will, at all times during the existence of this agreement indemnify and hold harmless the County, and any and all officers, agents, and employees thereof against any and all liability, loss, damage, and/or related expenses incurred through the provisions of service under this agreement. The Provider also agrees to release, indemnify and hold harmless the County and all agents, representatives, or employees thereof from any and all responsibility or liability for the Provider's failure to fully and completely perform all its duties and obligations under this agreement.

Article 10: Termination

The County may terminate this Agreement and such additional supplemental Agreements hereafter executed, in whole or in part in accordance with 24 CFR 85.43 if the Provider:

- A) Violates any provision of this Agreement or;
- B) Violates any applicable regulations or terms and conditions of this Agreement;
- C) Fails to perform the administrative duties within a timely manner.

Article 11: Modification/Extent of Agreement

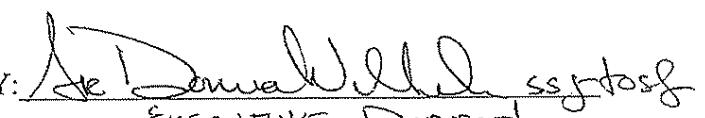
This agreement represents the integrated Agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. By mutual consent of the County and the Provider, the Agreement may be modified whenever such modifications are deemed necessary. Any such modifications shall be reduced to writing and signing by both parties.

Article 12: Electronic Signature

By entering into this Contract, I agree on behalf of and InterReligious Partners in Action of Greater Cleveland, its Officers, Employees, Subcontractors, Subgrantees, Agents or Assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the County and Provider have executed this Agreement.

InterReligious Partners in Action of Greater Cleveland

BY: 
Donald Will, ssjtosf
EXECUTIVE DIRECTOR

County of Cuyahoga, Ohio

BY: 
Edward Fitzgerald, County Executive