

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 MHS, Inc., a corporation not-for-profit, with principal offices located at 1744 Payne Ave., Cleveland, Ohio 44114, (the Provider").

Term

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

Purpose

Whereas the County requires the services provided by the Provider to operate the Community Women's Shelter, and whereas the Provider is qualified and willing to provide such services, as may be needed, and whereas the Provider has demonstrated that it possesses the necessary expertise, knowledge, resources and initiative to successfully assist the County in accomplishing the aforementioned objective. 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.

Article 4: Compensation

The County shall compensate the 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 \$ 1,124,293.00.

Article 5: Method of Payment

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

Documentation of expenses for a draw will include:

- 1) budget to actual expense report
 - 2) monthly financials
 - 3) invoices and cancelled checks
- b) Revisions to specific line items within general budget categories must be approved by the County prior to the expense being billed to the Contract. The Contract budget may be reviewed in six months based on overall State and County budget adjustments. Provider spending rates will be considered as well.
- c) Purchase of items not in the original budget must be approved by the County prior to the expenditure.

Article 6: Reports and Records

The Provider must maintain records and data including but not limited to, homelessness, income and support services provided. A complete set of required data shall be communicated to the Provider by the County.

Article 7: Audits

OMB Circulars

- (1) The policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles Applicable to Grants, Contractors and other Agreements with State and Local Governments) and 24 CFR part 85 apply to the acceptance and use of assistance under the program by governmental entities, and OMB Circular Nos A-110 (Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organization), and A-122 (Cost Principles Applicable to Grants, contracts and other Agreements with Non-profit organizations, except where inconsistent with the provisions of the McKinney Act, other Federal statutes, or this part
- (2) The financial management systems used by private non-profit organizations that are subrecipients are subject to the audit requirements of 24 CFR part 45 and A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

Article 8: Program Changes

The Provider must notify the County of changes in program implementation, or construction activities.

INDEMNITY

- A. The Provider agrees that it will at all times indemnify and hold harmless the County and all officers, agents, servants or employees thereof against any and all liability, loss, damages, cost or expense which the County may hereinafter sustain, incur, or be required to pay by reason of any child/family/individual suffering personal injury, death, property loss, or damage either while participating in or receiving services under this contract.
- B. The Provider agrees to release, indemnify and to hold harmless the County and any and all officers, agents, servants or employees thereof, from any and all responsibility or liability for the failure of the Provider to perform its duties and obligations under this contract.

Article 9: Nondiscrimination and Equal Opportunity Requirements

While serving a designated population of disabled homeless persons, the Provider must, within the designated population comply with the following requirements for non-discrimination on the basis of race, color, religion, sex, national origin, age, familial status, and handicap, use of assistance must comply with the following requirements:

- (1) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1058-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Program) and implementing regulations issued at 24 CFR part I.
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. G6101-07) and implementing regulations at 24 CFR part 146, and the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.
- (3) The requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C 17101u) (Economic Opportunities for Low-and Very Low-Income Persons.)
- (4) The requirements of executive Order 11246, (3 CFR 1964-65, Comp., p 339) (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60;
- (5) The requirements of Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 39) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138 (3 CFR, 1977 Comp., p. 393) (Women's Business Enterprise). Consistent with HUD's responsibilities under these Orders, the Provider must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
- (6) **Affirmative Outreach**. If the procedures that that the Provider intends to use to make known the availability of the program are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for assistance, the Provider must establish additional procedures that will ensure that must adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures
- (7) The Provider must comply with the new construction accessibility requirements, reasonable modification, and accommodation requirements of the Fair Housing Act and of section 504 of the Rehabilitation Act of 1973, as amended.

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:

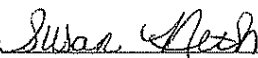
- A) Violates any provision of this Agreement or,
- B) Violates any applicable regulations or terms and conditions of this Agreement;
- C) Fails to perform the administrative duties within a timely manner.

Article 11: Electronic Signature


By entering into this Contract, I agree on behalf of MHS, Inc., it's 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 the Provider have executed this Agreement.

MHS, Inc.

BY: 

County of Cuyahoga, Ohio

BY: 
Edward FitzGerald, County Executive

MHS, INC.

ATTACHMENT I

WORK PROGRAM & BUDGET

MHS, INC.

JANUARY 1, 2011 – DECEMBER 31, 2011