

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 County, Ohio (the "County"), and The Salvation Army, a corporation not-for-profit, with principal offices located at 1710 Prospect Avenue, Cleveland, Ohio 44115, (the Provider").

Term

This Contract shall commence on the 1st day of October, 2010 and shall terminate on the 30th day of September, 2011.

Purpose

The SUPPORTIVE HOUSING PROGRAM (hereinafter SHP) is authorized by Title IV of the Stewart B McKinney Homeless Assistance Act. The SHP is designed to promote the development of supportive housing and supportive services, including innovative approaches to assist homeless persons in the transition from homelessness, and to promote the provision of supportive housing to homeless persons to enable them to live as independently as possible.

Cuyahoga County applied for 2009 SHP funds on behalf of the Provider. It is necessary to enter into an Agreement with the Provider for administration of these funds.

Article 2: Scope of Services

The Provider hereby agrees to administer the SHP grant according to the program guidelines found in 24 CFR Part 583. In addition, the Provider will implement the grant as 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 \$ 527,499.00.

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. Payment shall be made within thirty (30) days of receipt by the County, providing that funds for the project have been deposited with the County. Documentation required for payment may include but not limited to:

- 1) Payroll reports
- 2) Time sheets
- 3) Copies of invoices
- 4) Copies of canceled checks and/or receipts
- 5) Match documentation

- (b) Match: SHP funds provided for acquisition, rehabilitation, and new construction must be matched by the Provider with an equal amount of funds from other sources. In addition, any Provider requesting SHP funds for operating costs for supportive housing must provide a cash contribution of at least 25 percent of the total operating costs. Any Provider requesting SHP funds for supportive services activities must provide a cash contribution of at least 20 percent of the total supportive services costs.

- 1) Match commitments may vary within line items per funding source
- 2) Match commitments must be fulfilled per funding year to comply with APR requirements.

Article 6: Reports and Records

Recipients of HUD's homeless assistance grants must submit an Annual Progress Report (APR) to the Office of Homeless Services (OHS) within 45 days after the final day of the *annual* operating period. Failure to submit an APR may lead to a delay in receiving future grant funds. An APR must be submitted for each year in which HUD funding is provided.

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, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States, 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 Cuyahoga 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). HUD may perform or require additional audits as it finds necessary or appropriate.

Article 8: Program Changes

HUD must approve, in writing, any significant changes to an approved program. The Provider must notify Cuyahoga County of changes in program implementation, or construction activities.

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 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: Displacement & Relocation

- (1) **Minimizing displacement.** Consistent with the other goals and objectives of this part, the provider must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of supportive housing assisted under this part.
- (2) **Relocation assistance for displaced persons.** A displaced person (defined in 24 CFR 583.310) must be provided relocation assistance at the levels described in, and in accordance with, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.
- (3) **Responsibility of recipient.** The Provider must certify (i.e., provide assurance of compliance) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the recipient to comply with these provisions.

The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with local public funds or funds available from other sources.

The provider must maintain records in sufficient detail to demonstrate compliance with provisions of this section.

Article 11: Term of Real Property Commitment

All recipients receiving assistance for acquisition, rehabilitation, or new construction must agree to operate the supportive housing or provide supportive services in accordance with this part for a term of at least 20 years from the date of initial occupancy or date of initial service provision. Further provisions of 24 CFR 583.305 also applies.

Article 12: Conflict of Interest

In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in policy or decision making under 582300 of this part does not constitute a conflict of interest

Article 13: Indemnity

A. The Provider shall indemnify and hold the County, its employees and agents harmless from and against all liability, including attorney fees, imposed by law upon the County or its employees and agents by reason of Provider's violation of any law, ordinance, rule or regulation effecting or relating to the operation of Provider's business, or for injuries to persons (including wrongful death) and/or damages to property to the extent such injuries or damages are caused by Provider's negligent operations or activities, while performing or attempting to perform its duties and obligations 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 14: Insurance

The Provider agrees to purchase and maintain insurance in a standard form policy or policies of insurance, in such amounts as may cover both Provider and the County and its agents, as their interest may appear against claims of public liability, comprehensive general liability and property damage. The Provider agrees to furnish upon request the certificates from the insurance companies with whom it has contracted for the aforementioned coverage, which certificates shall evidence the fact that such insurance is in full force and effect.

Article 15: 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 provision of the Housing and Community Development Act of 1992, or title IV of the Stewart B. McKinney Homeless Assistance Act as it pertains to the Supportive Housing Program; or

- C) Violates any applicable regulations or terms and conditions of approval of the application which the Secretary of HUD has issued or subsequently issues during the period of this Agreement; or
- D) Fails to perform the administrative duties within a timely manner.

The County may also terminate this Agreement and such additional supplemental Agreements in accordance with 24 CFR 85.4 by giving the Provider Thirty (30) days written notice in the event that the Secretary of HUD shall:

- A) Withdraw funds allocated to the County under the SHP grant

Article 11: Electronic Signature

By entering into this Contract, I agree on behalf of Salvation Army of Greater Cleveland 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.

The Salvation Army

BY: _____


Thomas A. Schenk, Secretary

1/24/2011

County of Cuyahoga, Ohio

BY:  _____

Edward FitzGerald, County Executive