

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

Article 1: Preliminary Recitals

Parties

This Contract made and entered into this day of , 2012 by and between the County of Cuyahoga, Ohio (the "County") and the Metanoia Project Inc, a corporation not-for-profit, with principal offices located at P.O. Box 93453, Cleveland, Ohio 44101, (the Provider)

Term

This Contract shall commence on the 1st day of January, 2012 and shall terminate on the 31st day of December, 2012.

Purpose

Whereas the County requires the services provided by the provider to operate an overnight shelter and hospitality center for those homeless persons who refuse to access the public shelter system, and further services as described in Attachment I, Work Program, and whereas the provider is qualified and willing to provide such services, therefore , in consideration of these tenets, 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 \$ 25,000.00.

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.
- (b) The County shall advance funds to the Provider on a quarterly basis under the following condition:
 - 1) Prior to the advance, the Provider will document the draw with:
 - itemization of projected costs

Prior to each subsequent draw, the Provider will reconcile the previous quarter's advance with actual expenses to within 30 days of the date of the next advance.

Documentation for reconciliation of expenses for the draw will include:

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

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.

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: 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.

Article 8: Program Changes

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

Article 9 Indemnification

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.

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: 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 11: 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 12: Electronic Signature

By entering into this Contract, I agree on behalf of The Metanoia Project 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 Provider have executed this Agreement.

The Metanoia Project Inc.

BY: Timothy J. Walter

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

BY: Ed FitzGerald/apk
2012-05-31 13:57:38
Edward FitzGerald, County Executive

ATTACHMENT I

WORK PROGRAM & BUDGET

THE METANOIA PROJECT INC

JANUARY 1, 2012 – DECEMBER 31, 2012

3-11-2011
Metanoia Project
Scope of Services

The Metanoia Project operates a overnight shelter and hospitality center for those homeless who are reluctant to use Cleveland's regular shelter system. We are open from mid November thru the beginning of April from 7pm to 7am on Friday, Saturday and Sunday. We will also open on other nights on a as needed basis determined by the weather. Our current site is in the St. Malachi School building located at w. 25th and Washington.

We provide a meal, resource access and self help classes in addition to a place to sleep. We average approximately 60 guests a night for meals and about 45 to 50 for overnight stay. We accept both men and women with segregated sleeping accommodations for women.

We employ a paid staff of 11 which are supplemented by a regular group of volunteers who provide meals and help with other programs. All staff are drawn from those who might come to and/or need the services provided.

Our small size enables us to establish and maintain a more personal and trusting relationships with our guests. We use this to encourage them to begin to take positive steps that will enable them to move beyond their current homeless condition.

Contact

Tim Walters
216 3517464 - home
216 6888384 - cell

Trane222222@aol.com

Metanoia Project Budget
January 1, 2012 to September 30, 2012

21 weeks of operations (63 nights) plus 10 emergency nights

Expense Categories	FTE	Rate	Cost	County	Other	Total
STAFFING						
Director, regular nights	0.5	\$12/hour	\$ 5,040	\$ -	\$ 5,040	\$ 5,040
Supervisor, regular nights	1.3	\$11/hour	\$ 12,012	\$ -	\$ 12,012	\$ 12,012
Staff, regular nights	4	\$10/hour	\$ 33,600	\$ 25,000	\$ 8,600	\$ 33,600
Director, emergency nights	0.1	\$12/hour	\$ 240	\$ -	\$ 240	\$ 240
Supervisor, emergency nights	0.4	\$11/hour	\$ 1,760	\$ -	\$ 1,760	\$ 1,760
Staff, emergency nights	1	\$10/hour	\$ 4,000	\$ -	\$ 4,000	\$ 4,000
TOTAL STAFFING			\$ 56,652	\$ 25,000	\$ 31,652	\$ 56,652
OPERATING						
Regular rent		\$100/night	\$ 6,300	\$ -	\$ 6,300	\$ 6,300
Emergency Rent		\$100/night	\$ 1,000	\$ -	\$ 1,000	\$ 1,000
Food and Supplies			\$ 2,500	\$ -	\$ 2,500	\$ 2,500
Miscellaneous			\$ 2,500	\$ -	\$ 2,500	\$ 2,500
TOTAL OPERATING			\$ 12,300	\$ -	\$ 12,300	\$ 12,300
CONTRACT SERVICES						
Payroll Fees		\$75/pay period	\$ 825	\$ -	\$ 825	\$ 825
Courage to Change			\$ 14,000	\$ -	\$ 14,000	\$ 14,000
Capacity Building			\$ 4,000	\$ -	\$ 4,000	\$ 4,000
Insurance			\$ 6,755	\$ -	\$ 6,755	\$ 6,755
Advertising			\$ 750	\$ -	\$ 750	\$ 750
TOTAL CONTRACT SERVICES			\$ 26,330	\$ -	\$ 26,330	\$ 26,330
TOTAL			\$ 95,282	\$ 25,000	\$ 70,282	\$ 95,282