

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"), on behalf of the Office of Health & Human Services/Office of Homeless Services ("OHS") and Lutheran Metropolitan Ministry, a corporation not-for-profit, with principal offices located at 1468 W. 25th Street, Cleveland, Ohio 44113, ("the Provider").

Term

This Contract shall commence on the 1st day of April, 2012 and shall terminate on the 31st day of December, 2012, with possible contract extensions for up to two years (January 1, 2013 – December 31, 2013 and January 1, 2014 – December 31, 2014) depending on program performance, funding availability, and agency need.

Purpose

Whereas Cuyahoga County requires the services provided by the *Lutheran Metropolitan Ministry* for emergency shelter services for chronically homeless men, and whereas the Provider is qualified to provide such services, and whereas the Provider has demonstrated that it possesses the necessary expertise, knowledge, resources and initiative to successfully assist Cuyahoga County in accomplishing the aforementioned objective. Therefore, in consideration of the foregoing, Cuyahoga 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 if agreed to by the parties shall be incorporated in written amendments to this Agreement. No changes may be made without the written consent of the parties.

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 \$ 1,245,498.00.

Article 5: Method of Payment

- (a) Upon written request, the County will advance the Provider the value of three months (3/12 of a year) of the total County share of the emergency shelter operating budget.
- (b) Following the first advance, upon written request, starting in February and on a monthly basis thereafter, the County will advance an additional month's funding based on 1/12 of the annual budget. This advance will be issued within 30 days of the receipt of the written request.
- (c) By the 15th of each month, starting in February, 2010, the Provider will submit to the County reconciled documentation of actual expenses incurred within the previous month.

Acceptable documentation for reconciliation of expenses for the draw will include the following:

- 1) budget to actual expense report
 - 2) monthly financials
 - 3) invoices and copies of check stubs to be followed within 60 days of documentation, per generally accepted accounting practice, of processed checks.
- (d) No later than January 31, 2012, the Provider will submit all documentation for all funds advanced to the Provider for the Contract activities. Should documentation not support payments advanced, upon receipt of a written request from the County, the Provider will have 30 days to provide further documentation adequate to substantiate the advanced amount, and/or issue a check to reimburse the County the amount of the advance unsupported by the documentation.
- (e) Revisions of budget line items may be necessary based on the County budget adjustments.

Article 6: Building Expenses

- (a) The Provider will not be liable for any Real Estate taxes charged to 2100 Lakeside Avenue, the location of the emergency shelter for men.
- (b) Building maintenance and repair expenses over and above routine expenses, will not be charged against this contract. As property owner of 2100 Lakeside Avenue, the County will assume responsibility for expenses related to major repairs.

Article 7: Reports and Records

The Provider must maintain fiscal records and program data as described in the work program.

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 funding 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 8: 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 who are subrecipients are subject to the audit requirements of 24 CFR part 45.

Article 9: Program Changes

The Provider must notify Cuyahoga County of changes in program implementation, or construction activities. No changes may be made without the written approval of the County, which approvals shall not be unreasonably delayed or withheld.

INDEMNITY

A. The Provider agrees that it will at all times indemnify and hold harmless the County 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 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 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 to ensure that the information on the existence and locations of facilities and services are accessible to persons with a handicap. Evidence of implementation of these alternative procedures should be maintained by the provider.
- (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

- (1) The County or the Provider may terminate this Agreement and such additional supplemental Agreements hereafter executed, with 90 days notice, if the other party:
 - A) Violates any material 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 following notice and opportunity to cure.
- (2) The County and the Provider may mutually agree to end this agreement with a 60 day notice under the following conditions:
 - A) An alternative provider is ready to assume the management of the shelter and,
 - B) A transition plan has been agreed upon.
- (3) In the event that either the County or the Provider terminates this agreement, the Provider shall return to the County any funds that have been advanced for services that would have been rendered by the Provider subsequent to the date of termination.

Article 12: Electronic Signature

By entering into this Contract, I agree on behalf of and Lutheran Metropolitan Ministry, 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.

Lutheran Metropolitan Ministry

BY: Michael R. Seung

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

Ed FitzGerald/apk

2012-06-05 09:48:52

BY: _____
Edward FitzGerald, County Executive

ATTACHMENT I

WORK PROGRAM & BUDGET

LUTHERAN METROPOLITAN MINISTRY

APRIL 1, 2012 – DECEMBER 31, 2012