

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

Article 1: Preliminary Recitals

Parties

This Contract made and entered into this day of , 2013 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, 2013 and shall terminate on the 31st day of December, 2013, with possible contract extensions for January 1, 2014 – December 31, 2014, depending on program performance, funding availability, and agency need.

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 \$ 1,148,293.00.

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: Susan Beth

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

BY:

Ed FitzGerald
Edward FitzGerald, County Executive
2013-03-07 09:30:42

ATTACHMENT I

WORK PROGRAM & BUDGET

MHS, INC.

JANUARY 1, 2013 – DECEMBER 31, 2013

Scope of Work - Project Narrative

In order to assist the County and the City of Cleveland in reducing and/or eliminating homelessness for the 6,200 individuals and 480 families in need of emergency shelter and permanent housing, MHS proposes to continue providing emergency shelter services at the Norma Herr Women's Center.

The NHWC is an emergency shelter for women who are not able to be served by other women and family shelters in the County due to inadequate space or the need for specialized services that other shelters cannot provide. NHWC has two primary goals:

1. Safely shelter homeless women who cannot access alternative shelter, and
2. Minimize the length of stay in the shelter facility by facilitating appropriate permanent housing alternatives for participants.

NHWC operates in compliance with local Shelter Standards and to support the Continuum of Care strategic plan to reduce the number of people entering shelter and to rapidly re-house individuals utilizing the shelter.

Our homeless service delivery is based on the Housing First approach. We help clients locate and maintain permanent housing. Having long-term experience providing services to the homeless, we believe that housing is a right and not a privilege. We apply this principle in all that we do. MHS considers every consumer that enters our shelter to be "housing ready". Participation in services is not a prerequisite to accessing housing. MHS and its partners understand the importance of providing a range of services that will remove barriers to access housing and will be available to assist consumers who may require additional services once they obtain housing.

No woman in need of shelter is turned away due to disability, sexual orientation and/or criminal history. NHWC operates a seven day a week program that provides every participant with immediate, safe shelter and breakfast and dinner Monday through Friday. Additionally, participants receive lunch on weekends and holidays. Though the facility is closed to the majority of the program participants from 8:30 a.m. to 3:00 p.m. weekdays, those identified as being particularly fragile due to physical or mental health concerns are able to remain at the site twenty four hours a day and receive lunch while on site. The facility is also open during the day for those residents who have appointments with on-site case managers and other community partners. NHWC adheres to the inclement weather protocol coordinated with the Bishop William Cosgrove Center to remain open during inclement weather. Additionally, NHWC will remain open if other unusual situations arise in the community that would compromise the safety of our residents.

Residents are able to use NHWC as their mailing address to receive checks and other personal mail. NHWC is ADA accessible and offers sleeping areas in dormitory style both on the first and second floors of the facility. Participants sleep in assigned bunk beds and are provided clean linens and blankets and a private locker for storage of personal belongings. The facility was renovated in 2010 to provide adequate restrooms and shower facilities, two laundry areas for resident use, and a variety of common areas for dining, recreation, programming, and private meeting space for confidential intake services, case management, crisis intervention and use by community partners. There is a fully equipped medical clinic used by Care Alliance to provide primary health care services twice a week. MHS develops Memoranda of Understanding with all community

partners providing services to NHWC residents to establish proper protocols to guide service provision as well as to ensure the safety and the confidentiality of the residents. NHWC is able to accommodate 135 homeless women in bunk and single beds and has the capacity to add an additional 50 mats if needed for emergencies. As the Continuum of Care Central Intake for Women and Families is also located at NHWC, homeless mothers with children are served as well. Mother and children participate in a comprehensive assessment and are evaluated for eligibility for on-site diversion services to prevent an episode of homelessness. Women with children are not sheltered at NHWC. Central Intake staff place mothers with children in available beds at local family shelters.

Outreach:

MHS outreach programs assist in the engagement and housing placement process for many of the women residing at NHWC. Projects that Assist in the Transition from Homelessness (PATH) staff provide outreach to homeless women with severe mental disabilities and the Outreach/Payee Program staff provide similar services to women with physical or developmental disabilities. The MHS Community Supportive Psychiatric Treatment program is available to provide CPST services to any homeless individual experiencing a severe and persistent mental illness who is not already linked with a mental health provider.

Staffing:

NHWC staff has the education, experience, and commitment required to provide professional, effective, and ethical services to the client population. All staff is required to participate in annual training and must have certification in First Aid, CPR, Non-violent Crisis Intervention, Ethics and cultural competency. NHWC staff also participates in weekly supervision with the MHS Medical Director and a wide variety of specialized trainings. Staff members are carefully selected based on their demonstrated ability to provide, safe, non-threatening, and empathic services and to create an atmosphere of support, respect and trust.