

**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"), 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. 25<sup>th</sup> Street, Cleveland, Ohio 44113, ("the Provider").

**Term**

This Contract shall commence on the 1<sup>st</sup> day of January, 2013 and shall terminate on the 31<sup>st</sup> 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 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 \$ 1,654,920.00.

#### **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 15<sup>th</sup> 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: Carol Redman  
President & CEO 12/28/12

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

BY: Ed FitzGerald/apk  
2013-03-26 15:46:38  
Edward FitzGerald, County Executive

# **ATTACHMENT I**

## **WORK PROGRAM & BUDGET**

### **LUTHERAN METROPOLITAN MINISTRY**

**JANUARY 1, 2013 – DECEMBER 31, 2013**

## **Cuyahoga County- Emergency Shelter Bid**

**Response to RFP#22383:**

**Providing and Coordinating Shelter Services for Homeless Men,  
Women & Families**

### **Office of Procurement and Diversity**

**County Administration Building  
1219 Ontario Street, Room 110  
Cleveland, Ohio 44113**

**Applicant:**

**Lutheran Metropolitan Ministry, 2100 Lakeside Emergency Men's  
Shelter**

**2100 Lakeside Ave,  
Cleveland, Ohio 44114**

**Revised scope of work:**

**Scope of Work/Solution/Project Narrative-** what is your proposed solution to the needs identified by the county?

1. Operate the shelter 365 nights/year at the legal capacity; coordinate a plan for overflow shelter beds, as needed, with other community partners. **The main facility of the Emergency Men's Shelter has a maximum occupancy rate of 365 residents [350 beds and 15 mats]. We also have 100 overflow units available throughout the community, which are under MOUs [30 Beds at the Volunteers of America's Walton Avenue Facility; 20 beds at the City Mission; 20 Mats at Grace Lutheran Church and 30 and North Church]. Each off-site location is staffed by LMM employees when in use.**

2. Maintain the shelter facility adhering to the building, fire and safety codes of the community.

**We will maintain the shelter and adhere to all building, fire, and safety codes. We currently are in compliance with all City, County and State occupancy codes. We are inspected by both the City and County Health Departments regularly and maintain annual inspections by all Fire related departments and the Veteran's Administration.**

3. Provide a clean and safe environment at all times for clients, staff, and visitors.

**LMM provides a clean and safe environment. Since taking over operations in 2005, we have consistently passed all Health Department inspections. We maintain a staff of maintenance technicians as well as resident volunteers who clean and repair the shelter on a daily basis. Our internal shelter operating procedure requires all emergency repairs be addressed within one hour time of notification and or identification. Cleaning takes place around the clock by both internal and external volunteers and staff.**

4. Provide access to showers, laundry, lockers for clients' belongings, telephones, and mail distribution.

**Residents have 24 hour access to showers and restrooms. Each resident is given a laundry appointment per week and additional laundry as needed for hygiene or health issues. Every resident that has a residential bed assignment has a locker. All residents have access to telephone services through their dorm coordinators and access to public pay phones. Mail is distributed all week from 9 am-7pm.**

5. Provide breakfast and dinner for all persons staying at the shelter; provide lunch to those clients in the building during the day for program reasons.

**LMM provides three meals daily. All residents may stay for breakfast and dinner and all persons in the building for program reasons during lunch will also be served. In 2012, more than 240,000 meals have been provided to date.**



6. Keep the facility open during the day for clients engaged in services and for community partners to provide services on site.

**The facility operates 24 hours per day, 365 days per year. Clients who are engaged in programming may remain in the building during the day.**

**Community partners such as the VA, Care Alliance, MHS, and Cleveland Mediation Center are onsite and have access to the building at any time.**

7. Re-open the shelter to everyone no later than 4:00pm daily.

**Residents in the Emergency (E) community leave the building during the day, except as indicated by the Inclement Weather Policy, and are able to return to the building at 4:00pm M-F, and at 1:00pm Saturday & Sunday.**

8. Weekend, inclement weather, or for any unusual outside, safety circumstance, permit all clients to remain in the building.

**We have worked with the County Office of Homeless Services to develop and implement an inclement weather protocol which included all partners throughout the continuum. This protocol specifies collaboration among the shelters and the Cosgrove Center and states that in the following situations, LMM will allow all residents to remain in the shelter:**

- a) Temperature is below 20° ambient temperature, or
- b) In the teens with the wind chill factor, or
- c) The City of Cleveland has declared a Snow Emergency (parking ban; snowing at the rate of 2 inches /hour; or
- d) Other occurrence that requires a change in normal business hours

**The full protocol is available upon request.**

9. Other community providers will have access to the building in order to provide the following types of services: mental health outreach, assessment and linkages; VA outreach and linkages to veterans' services; primary health care assessment and treatment; entitlement assessment; coordination with other mainstream resources including employment,

education, and training; other providers as determined to be helpful by the City and/or County to assist the shelter clients.

**We have on-site partnerships with MHS Inc, Care Alliance, VA, and Cleveland Mediation Center. Other community partners include EDEN Inc, North East Ohio Coalition for the Homeless (NEOCH), AIDS task force and The Cleveland Clinic. Additionally we have many volunteer organizations that provide helpful services to our residents including legal assistance, medical screenings and referrals, sewing, and so much more. We facilitate our partners' having access to the building and to space for meeting with residents and carrying out services which may assist the shelter clients.**

10. The provider will develop Memorandums of Understanding with providers coming into the shelter to establish and maintain protocols that assure the safety of staff and clients, confidentiality of clients, and appropriate work environments for all partners.

**We will renew and develop as needed new or Memorandums of Understanding with each of our onsite and collaborative partners that establish and maintain protocols that assure the safety of staff and clients, confidentiality of clients, and appropriate work environments.**

11. Adhere to the local shelter standards which incorporate the Ohio Basic Shelter Standards.

**LMM adheres to the local shelter standards which incorporate the Ohio Basic Shelter Standards.**

12. Support the Continuum of Care strategic plan to reduce the number of people entering shelter, and to rapidly exit persons from the shelter.

**LMM actively supports the COC strategic plan to both reduce the number of person entering the shelter and to rapidly exit person from the shelter. This is demonstrated in a number of ways including that shelter staff have**

leadership roles in COC activities (Public Policy committee, Central Intake Planning Group, County's Housing Advisory Board, and Transitional provider meetings). Additionally, we partner with and facilitate CMC/Diversion from 2100. We advocate for Homeless Prevention/HPRP (including having a featured story of HPRP success in the LMM newsletter, Seeds and national advocacy for HPRP by Lutheran Services of America). Toward this end, we re-designed Shelter programming (communities/dorms) to be based on housing outcomes. As stated earlier, we work very closely with, and host, Central Intake on-site at the shelter. We have participated very heavily in the Rapid Rehousing Initiative. Finally, we fully support the Housing First model and our staff attend the County trainings and activities related to Housing In Cuyahoga County.

13. Commit to reducing the length of stay of persons in the shelter.

LMM is committed to working with partners to continue to reduce the length of stay of shelter residents. Since 2007 the average length of stay at 2100 has dropped from 60 days to 36 days. We continue to identify resources and partnerships to make available more housing options for our residents, including those with significant barriers such as criminal background or severe disability.

14. Enter client data directly into the County-managed Homeless Management Information System (HMIS).

LMM actively participates in the HMIS system Service Point. We have a dedicated Director of HMIS and staff who enter resident data directly into Service Point. Reports are run weekly and as needed to ensure data integrity and thoroughness.

15. Either manage the central intake function for clients at the publicly funded shelter, or provide space and collaborative support to the entity that will provide the Central Intake function on site.

**LMM provides space and collaborates very closely with MHS Inc, who manages the Central Intake function for the Continuum. When Central Intake staff are not in the shelter, LMM staff initiate the central intake process for the resident.**

Lutheran Metropolitan Ministry	Total 2013 Men's Shelter and Overflow	Total 2013 County Men's Shelter (INCLUDES OF)	Total 2013 County Overflow Portion (OF ONLY)
<b>Direct Staff Expenses</b>			
Salary	1,458,734.00	1,048,339.00	19,463.00
Taxes, Payroll FICA Expense	111,893.00	57,098.00	1,198.00
Taxes, Payroll Unemploy	12,011.00	18,100.00	65.00
Taxes, Payroll SMC Expense	80,348.00	32,000.00	-
Health	242,710.00	165,581.00	3,114.00
Life/Disability	10,488.00	6,120.00	171.00
Pension	84,293.00	38,014.00	682.00
<b>Total Direct Staff</b>	<b>1,980,186.00</b>	<b>1,388,230.00</b>	<b>24,683.00</b>
<b>Staff Operations Expense</b>			
Automobiles/Transportation	3,000.00	1,350.00	-
Meetings and Conferences	2,825.00	-	-
Mobile Communications	9,400.00	500.00	100.00
Professional Education	3,000.00	-	-
Staff Recruitment and Hiring	50.00	300.00	-
<b>Total Staff Operations</b>	<b>18,075.00</b>	<b>2,150.00</b>	<b>100.00</b>
<b>Professional Fees</b>			
Insurance	15,591.00	-	-
Legal Fees	-	-	-
<b>Total Professional Fees</b>	<b>15,591.00</b>	<b>-</b>	<b>-</b>
<b>Office Operation Expense</b>			
Depreciation	34,976.00	-	-
Equipment/Trailer Rental	2,400.00	2,500.00	-
Office Supplies and Minor Equipment	20,000.00	2,100.00	-
Postage and Shipping Periodicals	940.00	200.00	-
Printing	800.00	100.00	-
Copying	-	-	-
Telephone and Telecommunications	49,669.00	-	-
<b>Total Office Operation</b>	<b>108,777.00</b>	<b>4,900.00</b>	<b>-</b>
<b>Occupancy</b>			
Equipment, Facility & Maintenance	1,200.00	1,200.00	-
Housekeeping Supplies	28,000.00	4,000.00	-
<b>Total Occupancy</b>	<b>29,200.00</b>	<b>5,200.00</b>	<b>-</b>
<b>Program Operating</b>			
Client Assistance and Clothing	2,500.00	100.00	-
Contracted Organizations	25,000.00	-	-
Facilities - Operation	2,900.00	2,000.00	-
Facilities - Shelter Meals	309,180.00	-	-
Facilities - Electricity	70,000.00	800.00	-
Facilities - Gas	20,000.00	250.00	-
Facilities - Sewer & Water	67,000.00	250.00	-
Facilities - Maintenance	60,000.00	1,000.00	-
Other Misc. Payments	10,000.00	2,000.00	100.00
Program Auto/Van	20,000.00	2,000.00	-
Program Supplies	12,300.00	2,000.00	-
Program Supplies - Kitchen	-	-	-
Program Supplies - Janitorial	23,000.00	500.00	-
Supportive Ministry Stipend	130,800.00	-	-
Stipend	-	8,500.00	3,500.00
Program Supplies - Laundry	9,400.00	2,340.00	-
Transportation	12,000.00	3,300.00	1,270.00
Volunteer Support	-	-	-
<b>Total Program Operating</b>	<b>763,580.00</b>	<b>24,840.00</b>	<b>4,870.00</b>
<b>Total Operating Expense</b>	<b>2,882,409.00</b>		
<b>Interprogram Expenses</b>			
Interest Expenses	10,000.00	-	-
Accounting and Finance	118,138.00	83,200.00	615.00
Administration	247,167.00	154,500.00	849.00
Human Resources	50,868.00	40,200.00	489.00
<b>Total Interprogram Expenses</b>	<b>424,293.00</b>	<b>267,900.00</b>	<b>1,929.00</b>
<b>TOTAL EXPENSES</b>	<b>3,316,702.00</b>	<b>1,654,920.00</b>	<b>31,582.00</b>