<u>Sub-recipient Agreement For Professional Services</u> 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") Hands On Northeast Ohio, a corporation not-for-profit, with principal offices located at P.O. Box 91183, Cleveland, Ohio 44101, (the Provider").

Term

This Contract shall commence on the $\underline{I^{st}}$ day of $\underline{January}$, $\underline{2013}$ and shall terminate on the $\underline{31st}$ day of \underline{May} , $\underline{2013}$.

Purpose

Whereas the County requires the services provided by the provider to organize and manage a two day, volunteer run event for homeless persons to access services and information, 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 § 5,000.00.

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 wit 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.
- 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;
- 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) <u>Affirmative Outreach</u>. 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 Hands On Northeast Ohio, 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.

Hands On Northeast Ohio

BY:

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

Edward FitzGerald, County Executive

ATTACHMENT I

WORK PROGRAM & BUDGET

HANDS ON NORTHEAST OHIO

JANUARY 1, 2013 – MAY 31, 2013



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Be The Change! Volunteer!



Homeless Stand Down











February 4, 2013

Ms. Ruth Anne Gillett Office of Homeless Services Courthouse Square Building 310 W. Lakeside Avenue, Suite 595 Cleveland, OH 44113

Dear Ruth:

It is with great appreciation for past support of the Homeless Stand Down (HSD) that HandsOn Northeast Ohio (HandsOn NEO) respectfully requests to contract with the Cuyahoga County Office of Homeless Services to support the 2013 Homeless Stand Down. It is because of the generous support of local foundations, businesses, religious congregations, governmental entities and volunteers that the HSD can provide service to the homeless community for the last 21 years. The timing is critical as HandsOn Northeast Ohio, the new lead agency, is hosting the event in a few short weeks this January/February.

In our first year leading this collaborative event to support those who are homeless or in transition, the 2012 HSD helped over 1,500 individuals facing housing insecurity with health care, clothing, access to services and compassion. This year the Homeless Stand Down is being led by HandsOn Northeast Ohio for the second year, the local Volunteer Center, in collaboration with the interfaith volunteer leadership that has powered the event for over 21 years. This partnership stregthens the HSD by adding HandsOn's expertise in managing volunteer projects aligning volunteer interests with the most critical needs.

Scope of Work

Stand Down refers to grassroots, community-based intervention programs designed to help the nation's homeless by inviting them to come together to a single location for one to three days to receive community resources, and to begin to address their individual problems and barriers. Various service providers are available to offer a comprehensive system that encourages and assists individuals experiencing homelessness and poverty to overcome their distrust and feelings of isolation, and to replace them with the knowledge that this event can help them address multiple problems at one tie. Stand Downs provide a safe environment where individuals can connect with others who have shared experiences a cultivate hope that they can rebuild their lives.

The 2013 HSD events will take place at the Public Auditorium on January 26th and in the form of mobile Stand Downs on February 2nd/3rd. The 2013 HSD expects to bring together members of over 200 community organizations to provide guests with winter clothing, food, personal hygiene items, medical care, haircuts, and connections to social service agencies. Moving the event to a larger venue at Public Auditorium will allow for the Stand Down to provide more services to guests and more connections that can help with long term success for the guests supported. One of these expansions of service includes bringing in MedWorks to run the healthcare area and create a corridor of service with connections to follow up care. The choice to a larger venue was made knowing that the costs would be more than double that of previous years at the smaller Masonic Auditorium. The City of Cleveland has agreed to cap this price to limit the increase in cost. HandsOn has also hired a part-time Coordinator to formalize from a staffing level, the HSD within HandsOn NEO's organizational structure.

In 2013, the HSD will take place over 2 days. The first day will be a dignity-affirming "one-stop" service fair in which a multitude of services will be offered in downtown Cleveland, making them more accessible to those experiencing homelessness. Guests will have access to health care screening and also will be provided referrals to health facilities where guests can get ongoing care. Guests will also be provided with haircuts, new winter and non-winter clothing, breakfast, hot lunch, professional portraits and personal hygiene products.

Now in its third year, the second day on February 3 (with one site on Feb. 2) will be the HSD to-go events where volunteers will deliver essential survival items and health care support at various sites and housing communities. Each of these mobile Stand Downs will be catered to the needs of the specific agencies, mostly rapid re-housing facilities and will focus on sites that serve woman, children, refugees, seniors, and those with limited mobility.

In addition to the event themselves, HandsOn NEO is managing the collection, purchase, organizing, and distribution of over hygiene kits, bagged lunches, cleaning kits and bus passes.

The planning and implementation of the HSD, although coordinated by HandsOn NEO, is a collaborative effort among a number of individuals, groups and agencies including:

- 1. Over 50 interfaith congregations from throughout Northeast Ohio
- 2. City of Cleveland Department of Public Health
- 3. NEOCH
- 4. U.S. Department of Veteran Affairs
- 5. Lutheran Metropolitan Ministries
- 6. The Cleveland Photographic Society to provide professional portraits

7. Cleveland Foodbank to provide healthy meals to guests

The HSD is also led by a steering committee of Volunteer Leaders which helps to plan, organize and execute the HSD 2013. The volunteers make up teams, each led by a Leader that handles a specific segment of the HSD such as Health and Well-Being or Food Distribution. Over 500 additional volunteers not only provide services and distribute items to guest by interact with them in a meaningful way through conversation and storytelling. Many of the volunteers and Volunteer Leaders are veterans and formally homeless citizens.

Planning for the 2013 event started with a pre-event questionnaire to several agencies and clients for whom the HSD has served to make sure that the event is provided the greatest value. Additional measurement of the event includes outputs like the number of items distributed; volunteer hours, monetary donations and clients served. There are also evaluations conducted of the clients, volunteers and agencies supported that are tabulated, compared to previous years and used in planning for future HSD events.

Focus of Cuyahoga County Funding

HandsOn Northeast Ohio will use the funds from Cuyahoga County to provide a bridge for the Homeless Stand Down into this larger venue. Additionally, funding will be used to support the on-boarding of the Coordinator of the Homeless Stand Down, a new position to ensure the focus and sustainability of the event. Finally, Cuyahoga County dollars will be used to purchase the most needed suplies to provide to guests at local rapid rehousing facilities throughout Greater Cleveland at the HSD to-go CareVan event.

About HandsOn Northeast Ohio

HandsOn NEO was founded in 2007 with the mission to engage Northeast Ohio individuals and organizations in volunteer opportunities that meet community

needs, strengthen community involvement, and build capacity of local non-profit organizations. We *manage* the volunteer experience though equipped citizen leaders, making it easy and meaningful for volunteers while building capacity for local agencies.

HandsOn NEO manages 40 projects each month, many of which support agencies and clients who will participate in the 2013 HSD (ex. Zelma George Family Shelter, 2100 Lakeside, VA Domicillary, etc). In addition, HandsOn NEO has managed one-time volunteer projects in the past ranging from 200-1,000 volunteers. HandsOn NEO is changing the way Northeast Ohioans volunteer. The organization is making it easier for Northeast Ohio community members to get involved and make a big impact at local nonprofits through our signature programs: HandsOn NEO Managed Projects, National Days of Service and Youth & Family Volunteerism. HandsOn NEO is the local affiliate of the HandsOn Network, the largest collection of Volunteer Centers in the world. HandsOn Northeast Ohio as an organization has received funding from the Cleveland Foundation, United Way of Greater Cleveland and St. Luke's Foundation in 2012.

Thank you for your continued support of the Homeless Stand Down. Please contact me at (216) 432-9390 or jeff@handsonneo.org with further questions or concerns.

Sincerely,

Jeff Griffiths, Executive Director

HSD/CareVan 2013 Budget

-		Use of County
Program Expense	Amount	Funds ·
Event Location Rental	8,000	2,000
Printing/Mailings	800	
Supplies	1,000	
Bus Passes	2,000	
Paper Products/Cutlery/Food	500	
Donations Purchase	11,000	1,000
Transportation	750	
Sorting Facilities Rental	300	
Internet	0	
Audio Visual Rental	150	
CareVan Food	1,000	
HSD Coordinator and HandsOn		
Manager	15,000	2,000
Total:	40,500	5,000
Projected Incomes		
Congregational Giving	10,000	
Sisters of Charity		Pending
Gund Foundation		Pending
St. Lukes Foundation	5,000	Pending
Mt. Sinai	2,500	Pending
HandsOn Network	4,000	
Individuals	3,000	
County	5,000	Pending
Total:	35500	