

Subrecipient Agreement For Professional Services

Article 1: Preliminary Recitals

Parties

This Contract made and entered into this day of , 2013 by and between County of Cuyahoga, Ohio (the "County"), and Emerald Development and Economic Network, Inc., a corporation not-for-profit, with principal offices located at 7812 Madison Avenue, Cleveland, Ohio 44102, (the Provider").

Term

This Contract shall commence on the 1st day of August, 2013 and shall terminate on the 31st day of July, 2014.

Purpose

The SHELTER PLUS CARE program (hereinafter S+C) is authorized by Title IV of the Stewart B McKinney Homeless Assistance Act. The S+C is designed to link rental assistance with supportive services for hard-to-serve homeless persons with disabilities and their families. Cuyahoga County Department of Development, Office of Homeless Services applied for and received Shelter Plus Care Grant Funds.

It is necessary that Cuyahoga County and the Provider enter into an Agreement for the administration of the S+C Grant.

Article 2: Scope of Services

The Provider, hereby agrees to administer the Sponser-Based Rental Assistance (SRA) components of the S+C Grant according to the program guidelines found in 24 CFR Part 582, and in accordance with the Work Program and Budget attached hereto as Exhibit 1.

Article 3: Compensation and Method of Payment

The County shall compensate the Provider for all expenditures made in accordance with the schedule set forth in Attachment I, Work Program & Budget. Compensation shall be provided during the term of this Agreement not to exceed \$ 1,383,696.00.

The County will draw S+C funds on a monthly basis and advance said amount to the Provider. The Advance will be based on an estimate of Administrative Costs and SRA subsidy needs.

Documentation for the advance draw request will include an:

- estimate of administrative costs
- estimate of number of units to be subsidized broken down by size of unit
- estimate of security deposits and damage

Documentation for monthly actual draws will include:

1. monthly financials
2. budget to actual expense report, administrative and SRA
3. bank statement
4. program income received during the draw period on advanced funds

Budget is attached here to as Part of Exhibit I.

Article 4: Reports and Records

The Provider must maintain records and data submitted by the referring agencies and Systems, including but not limited to disability status, homelessness, income and support services match.

A complete set of required data can be found on HUD Form 40118 (1/3/93), the Annual Progress Report (APR) for Competitive Homeless Assistance Programs. The Annual Progress Report is due annually to the Cuyahoga County OHS sixty days after the end of each operating year.

The provider must maintain the Outcome Management Framework (OMF) system and report on client success with residential stability, increase skills/income, and greater self-determination. OMF quarterly reports must be submitted to the Office of Homeless Services. Fundamentals of the OMF system shall be communicated to the Provider by the County.

The County, the Office of Special Needs Assistance Programs, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States, 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 the County.

Article 5: 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). HUD may perform or require additional audits as it finds necessary or appropriate.

Article 6: Program Changes

HUD must approve, in writing, any significant changes to an approved program. The Provider must notify Cuyahoga County of changes in program implementation, or budget revisions.

Article 7: 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) The accessibility requirements, reasonable modification, and accommodation requirements of the Fair Housing Act and of Section 504 of the Rehabilitation Act of 1973, as amended.

Affirmative Outreach.

- (1) 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 that will ensure that interested persons can obtain information concerning the assistance.
- (2) The Provider 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.

Article 8: Displacement & Relocation

- (a) **Minimizing displacement.** Consistent with the other goals and objectives of this part, the Provider must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of supportive housing assisted under this part.
- (b) **Relocation assistance for displaced persons.** A displaced person (defined in 24 CFR 583.310) must be provided relocation assistance at the levels described in, and in accordance with, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR part 24.

(c) **Responsibility of recipient.**

- (1) The Provider must certify (i.e., provide assurance of compliance) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and must ensure such compliance notwithstanding any third party's contractual obligation to the recipient to comply with these provisions.
- (2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with local public funds or funds available from other sources.
- (3) The Provider must maintain records in sufficient detail to demonstrate compliance with provisions of this section.

Article 9: Anti-Lobbying Certification

Recipients of Federal Contracts, grants, and loans are prohibited from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government, in accordance with 24 CFR part 87. Applicants, recipients, and subrecipients of assistance exceeding \$100,000 are required to certify that no Federal funds have been or will be spent on lobbying activities in connection with the assistance.

Applicants, recipients, and subrecipients are also required to disclose whether non appropriated funds have been spent or committed for lobbying activities if those activities would be prohibited if paid with appropriated funds. Substantial monetary penalties may be imposed for failure to file the required certification or disclosure.

Article 10: Conflict of Interest

In addition to the conflict of interest requirements in 24 CFR part 85, no person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient and who exercises or has exercised any functions or responsibilities with respect to decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by homeless individuals who also are participants under the program in policy or decision making under 582.300 of this part does not constitute a conflict of interest.

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 provision of the Housing and Community Development Act of 1992, or title IV of the Stewart B. McKinney Homeless Assistance Act as it pertains to the Shelter Plus Care program; or
- C) Violates any applicable regulations or terms and conditions of approval of the application which the Secretary of HUD has issued or subsequently issues during the period of this Agreement; or
- D) Fails to perform the administrative duties within a timely manner.

The County may also terminate this Agreement and such additional supplemental Agreements in accordance with 24 CFR 85.4 by giving EDEN Thirty (30) days written notice in the event that the Secretary of HUD shall:

- A) Withdraw funds allocated to the County under the SHP grant.

Article 12: Indemnity

- A. EDEN 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. EDEN 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 EDEN to perform its duties and obligations under this contract.

Article 13: Insurance

The Provider shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. Mandatory Insurance Requirements

The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Providers with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

\$1,000,000 each accident for bodily injury by accident;
\$1,000,000 each employee for bodily injury by disease;
\$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

(c) **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Insurance Coverage Terms and Conditions

1. The insurance policies of the Provider required for this contract, with the exception of the Workers Compensation, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
 - (i) Thirty (30) days prior notice of cancellation or material change;
 - (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
3. These insurance provisions shall not affect or limit the liability of the Provider stated elsewhere in this Contract or as provided by law.
4. The Provider shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
7. The Provider shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

Article 14: Liability

The County shall not be liable hereunder and/or obligated to any third party for the extent of this agreement.

Article 15: Electronic Signature

By entering into this Contract, I agree on behalf of Emerald Development and Economic Network, 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 EDEN have executed this Agreement.

Emerald Development and Economic Network, Inc.

BY: *Irene Collins*
IRENE COLLINS, Executive Director

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

BY: *Ed FitzGerald*
2013-10-11 17:29:37
Edward FitzGerald, County Executive

Emerald Development and Economic Network, Inc.

SHELTER + CARE FY'2012

OH0278L5E021204

WORK PROGRAM

AND

BUDGET

SHELTER PLUS CARE

Agency: EMERALD DEVELOPMENT & ECONOMIC NETWORK, INC.

GRANT: OH0278LC5E21204

Program Summary: The Shelter plus Care (S+C) rental subsidy program is designed to serve the specific needs of homeless individuals with serious mental illnesses, chronic substance abuse, and those with AIDS and related diseases. Applications are accepted from Social Service agencies in Cuyahoga County who have signed Memorandum of Agreements (MOA) explaining their responsibilities as a referring agency.

The individuals referred generally are utilizing the emergency shelters in Cuyahoga County (i.e. 2100 Lakeside, the Community Women's Shelter or the emergency shelter for disable men). Outreach workers also engage individuals that are living on the streets.

S+C is designed to be similar to the housing choice voucher program in the sense that the participants are able to choose the units they would like to live in. As a guide EDEN provides a listing of available units in Cuyahoga County of landlord that are familiar with our programs and in most cases has worked with EDEN before.

The U.S. Department of Housing and Urban Development (HUD) funds S+C through the McKinney-Vento Act. EDEN is the fiscal administrator of this grant and administers the leasing dollars while local social service agencies from the Mental Health, Alcohol and Drug, AIDS, Transitional Housing Providers and Veterans' Administration systems provide case management, vocational, substance abuse, dual diagnosis, outpatient, crisis intervention, psychiatric, medical, and outreach services at a ratio of 1:1 as in-kind match.

SHELTER + CARE**Agency: Emerald Development & Economic Network, Inc.****Funding Year: 8/1/13 - 7/31/14****Grant: OH0278L5E021204****Budget Analysis****A. Administration****2013-2014****1. Personnel**

a.	Program Manager	PT	2,729
b.	Program Coordinator	PT	3,846
c.	Secretarial Support	FT	3,718
d.	Eligibility Specialists	FT	13,402
e.	Contract Specialist	FT	3,931
f.	HQS Inspectors	FT	12,302
g.	Bookkeeper	FT	6,213
h.	Accounting Manager	PT	3,347
i.	Controller	PT	958
j.	Housing Locator	PT	806
k.	HMIS	PT	3,993
l.	Compliance	PT	2,099
m.	Administrative Oversight	PT	3,163

TOTAL Payroll**60,507****2. Payroll Taxes and Benefits
(33% of Payroll)****19,967****3. General Overhead**

a.	Rent/Office Space	4,932
b.	Information Technology - Supplies	1,841
c.	Contracts (Legal/ Inspections/Audit)	7,310
d.	Office Supplies, Copies, Telephone, Postage	3,443
e.	Mileage & Travel	1,135
f.	Training	958
g.	Bank Fees (Including LOC)	2,403
h.	other	

TOTAL General Overhead**22,022****TOTAL Administration****102,496****B. Rental Assistance****1. SRA's****2. TRA's****1,281,200****TOTAL Rental Assistance****1,281,200****GRAND TOTAL****1,383,696**