

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

**Article 1: Preliminary Recitals**

**Parties**

This Contract made and entered into this      day of      , 2014 by and between the County of Cuyahoga, Ohio (the "County") and the Metanoia Project Inc, a corporation not-for-profit, with principal offices located at P.O. Box 93453, Cleveland, Ohio 44101, (the Provider").

**Term**

This Contract shall commence on the 1<sup>st</sup> day of January, 2014 and shall terminate on the 31<sup>st</sup> day of May, 2014.

**Purpose**

Whereas the County requires the services provided by the provider to operate an overnight shelter and hospitality center for those homeless persons who refuse to access the public shelter system, 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 \$ 25,000.00.

**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 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.

#### **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.
- (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 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: Insurance**

The contractor 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 Contractors 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.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

2. **Additional Insurance Coverage**

Each of the following eight items may be required "in addition to" the mandatory County insurance requirements set forth above. Although these coverages may not be listed as mandatory County insurance requirements, it is at the County's discretion to mandate these coverages where deemed necessary based on the nature of the contracted services/products.

(a) **Umbrella/Excess Liability Insurance** with limits of liability not less than:

\$5,000,000 each occurrence

\$5,000,000 general aggregate

\$5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c).

(b) **All Risk Equipment Insurance** covering all risk of physical damage to equipment provided for use by Contractor.

(c) **Professional Liability Insurance/Errors & Omissions Liability Insurance** providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$5,000,000 per claim;

\$5,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

(d) **Pollution Legal Liability Insurance** (including Contractors Pollution Liability Insurance, if applicable) with a limit of liability not less than:

\$1,000,000 per claim;

\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis, however, if written on a claims made-basis, the claims-made retroactive date on the policy shall be prior to the commencement of any work related to this Contract.

(e) **Liquor Liability Insurance** with a limit of liability not less than:

\$1,000,000 per occurrence;  
\$1,000,000 aggregate.

(f) **Aviation Liability Insurance** covering the use and maintenance of all owned and non-owned aircraft of any type with a limit of liability not less than:

\$10,000,000 per occurrence;  
\$10,000,000 aggregate.

(g) **Marine Liability Insurance** covering the use and maintenance of all owned and non-owned watercraft with a limit of liability not less than:

\$5,000,000 per occurrence;  
\$5,000,000 aggregate.

(h) **Builders Risk Insurance** on an All Risks Property Coverage Form covering damage to buildings or other structures while under construction or renovation including materials and fixtures whether or not yet incorporated into the buildings or other structures.

#### **Insurance Coverage Terms and Conditions**

1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, 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 Contractor stated elsewhere in this Contract or as provided by law.

4. The Contractor 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 Contractor 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 13: Electronic Signature

By entering into this Contract, I agree on behalf of The Metanoia Project 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 Provider have executed this Agreement.

The Metanoia Project Inc.

BY: 

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

BY: 

Edward FitzGerald, County Executive

2014-02-25 15:31:10

# **ATTACHMENT I**

## **WORK PROGRAM & BUDGET**

### **THE METANOIA PROJECT INC**

**JANUARY 1, 2014 – MAY 31, 2014**

## **Metanoia Project- FY 2014**

### **Scope of Work**

The Metanoia Project will operate an overnight homeless shelter and hospitality center on weekends (Friday, Saturday and Sunday nights) as well as the following holidays of New Years Day (Jan. 1), Martin Luther King (January 20<sup>th</sup>) and Presidents Day (Feb. 17<sup>th</sup>). The shelter will customarily open at 7pm on these days and close at 7am. It will provide a basic meal, access to resources and sleeping accommodations to guests. It will also open on critical weather days as determined by the administration of the Metanoia Project providing shelter from the elements as well as sleeping accommodations.

Metanoia Project Budget  
January 1 2014 thru May 31 2014

15 weeks of operations (45 nights) plus 10 emergency nights

Expense Categories	FTE	Rate	Cost	County	Other	Total
<b>Staffing</b>						
Director	0.5	salary	\$ 20,000	\$	20,000	\$ 20,000
Program Manager	0.5	salary	\$ 8,400	\$	8,400	\$ 8,400
Supervisor, regular nights	1.3	\$12/hour	\$ 13,104	\$ 5,000	\$ 8,104	\$ 13,104
Staff, regular nights	0.4	\$11/hour	\$ 3,696	\$ 1,200	\$ 2,496	\$ 3,696
Staff, regular nights	3.6	\$10/hour	\$ 30,240	\$ 17,500	\$ 12,740	\$ 30,240
Supervisor, emergency nights	0.4	\$10/hour	\$ 1,600	\$	\$ 1,600	\$ 1,600
Staff emergency nights	1	\$10/hour	\$ 4,000	\$ 1,300	\$ 2,700	\$ 4,000
TOTAL STAFFING			\$ 81,040	\$ 25,000	\$ 56,040	\$ 81,040
<b>OPERATING</b>						
Regular rent		\$100/night	\$ 4,300	\$	\$ 4,300	\$ 4,300
Emergency Rent		\$100/night	\$ 700	\$	\$ 700	\$ 700
Food and Supplies			\$ 3,400	\$	\$ 3,400	\$ 3,400
Miscellaneous			\$ 2,500	\$	\$ 2,500	\$ 2,500
TOTAL OPERATING			\$ 10,900	\$	\$ 10,900	\$ 10,900
<b>CONTRACT SERVICES</b>						
Payroll Fees		\$75/pay period	\$ 565	\$	\$ 565	\$ 565
Courage to Change			\$ 9,380	\$	\$ 9,380	\$ 9,380
Insurance			\$ 6,755	\$	\$ 6,755	\$ 6,755
Advertising			\$ 750	\$	\$ 750	\$ 750
TOTAL CONTRACT SERVICES			\$ 17,450	\$	\$ 17,450	\$ 17,450
TOTAL			\$ 109,390	\$ 25,000	\$ 84,390	\$ 109,390