

Section 9

Interagency Agreements

FORMS IN THIS SECTION

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Between Grantee and Cooperating
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Introduction to Section 9

SECTION DESCRIPTION

This section contains sample memorandums of agreement (MOA) that may be adapted for use when entering into a partnership with another entity or organization. MOAs are useful because they clearly state, in writing, the obligations and responsibilities of all parties involved in a particular arrangement.

Sample Memorandum of Agreement

An agreement to cooperate and to perform services entered into by:

Name of Sponsor Organization (the "Sponsor"):

Address:

and the following community-based organization:

Name of Cooperating Organization (the "Partner"):

Address:

relating to the following supported housing program:

Name of Program (the "Program"):

In order to achieve the goals of the Program operated by the Sponsor, we (the agencies named above) hereby agree to cooperate with one another to fulfill the responsibilities outlined below:

Activities to be performed by Sponsor:

1. Outreach to homeless persons living with HIV and AIDS who wish to be considered for participation in the Program at multiple shelters, medical clinics, and recovery homes that operate within the Sponsor's service area.
2. Coordination of each new resident's transition into the Program and development of individualized social service plans and care plans to provide for their needs throughout the life-course of HIV disease and/or AIDS.
3. Sponsorship of an initial team meeting with each affiliated service provider and friends/relatives involved with a new residents' service and care plan at the outset of resident's tenancy. Coordination of communication and tasks between all affiliated service providers therein.
4. Responsibility for the emotional and practical needs of residents to be achieved through home-based services including but not limited to: case management, advocacy, group support, recreation, financial management, daily living support, nutritional counseling, safety monitoring, health promotion, and information and referral to community-based services.
5. Provision of the personnel, management, and resources needed to create a safe, structured, supportive living environment for residents of the Program.
6. Monitoring of the behaviors and activities of residents with histories of drug and alcohol addiction for signs of regression and relapse in their recovery process.
7. Outreach to the Partner's inpatient detoxification unit on a monthly basis to confidentially discuss the program with clients fitting eligibility.
8. Day to day case management, advocacy, and housing readiness services to be rendered to any patient in the Partner's detoxification unit who expresses an interest in transitioning into the Sponsor's program upon completing detoxification.

Activities to be performed by Partner:

1. Referral of appropriate clients participating in the detoxification program who meet eligibility criteria of the Program.
2. Consultation to Sponsor's program staff, as requested, to assist in the prevention of relapse behaviors among residents with histories chronic substance abuse.
3. Provision of 24 hour emergency beeper services that can be accessed by any resident or staff member associated with Sponsor's program requiring consultation and/or crisis intervention related to addictive behaviors or controlled substance use apparent in a resident.
4. Guaranteed access to the Partner's 20-bed detoxification unit at the request of residents or staff of the Program regardless of health insurance carrier or status.
5. Assistance to staff of the Program in locating an appropriate alternative to the residence for clients experiencing a relapse in their addiction who do not require detoxification but can not maintain their safety and sobriety in the residential program.

We hereby agree to negotiate and resolve any disagreements related to the activities outlined in this Memorandum of Agreement. When any such disagreements occurs, the designated representative of each agency will discuss the matter and attempt to resolve the issue in accordance with the goals of the Program. This Memorandum of Agreement is to become effective as of the date signed and will remain in effect indefinitely as long as both agencies exist and as long as the Sponsor remains the primary service provider of this Program.

This Memorandum of Agreement is subject to review every twelve months as the discretion of either agency, and can be terminated by either agency with written notice sent by certified mail from one director to the other sixty days in advance of such termination.

Agreed on behalf of Sponsor:

Signed:

Date:

Title

Agreed on behalf of Partner:

Signed:

Date:

Title

SAMPLE MEMORANDUM OF AGREEMENT BETWEEN GRANTEE AND COOPERATING AGENCY FOR LEVERAGED SERVICES

An agreement to cooperate and to perform services entered into by:

Name of Sponsor Organization (the "Sponsor"):

Address:

and the following community-based organization:

Name of Cooperating Organization (the "Partner"):

Address:

relating to the following supported housing program:

Name of Program (the "Program"):

In order to achieve the goals of the Program operated by the Sponsor, we (the agencies named above) hereby agree to cooperate with one another to fulfill the responsibilities outlined below:

Activities to be performed by Sponsor:

9. Outreach to homeless persons living with HIV and AIDS who wish to be considered for participation in the Program at multiple shelters, medical clinics, and recovery homes that operate within the Sponsor's service area.
10. Coordination of each new resident's transition into the Program and development of individualized social service plans and care plans to provide for their needs throughout the life-course of HIV disease and/or AIDS.
11. Sponsorship of an initial team meeting with each affiliated service provider and friends/relatives involved with a new residents' service and care plan at the outset of resident's tenancy. Coordination of communication and tasks between all affiliated service providers therein.
12. Responsibility for the emotional and practical needs of residents to be achieved through home-based services including but not limited to: case management, advocacy, group support, recreation, financial management, daily living support, nutritional counseling, safety monitoring, health promotion, and information and referral to community-based services.
13. Provision of the personnel, management, and resources needed to create a safe, structured, supportive living environment for residents of the Program.

14. Monitoring of the behaviors and activities of residents with histories of drug and alcohol addiction for signs of regression and relapse in their recovery process.
15. Outreach to the Partner's inpatient detoxification unit on a monthly basis to confidentially discuss the program with clients fitting eligibility.
16. Day to day case management, advocacy, and housing readiness services to be rendered to any patient in the Partner's detoxification unit who expresses an interest in transitioning into the Sponsor's program upon completing detoxification.

Activities to be performed by Partner:

6. Referral of appropriate clients participating in the detoxification program who meet eligibility criteria of the Program.
7. Consultation to Sponsor's program staff, as requested, to assist in the prevention of relapse behaviors among residents with histories chronic substance abuse.
8. Provision of 24 hour emergency beeper services that can be accessed by any resident or staff member associated with Sponsor's program requiring consultation and/or crisis intervention related to addictive behaviors or controlled substance use apparent in a resident.
9. Guaranteed access to the Partner's 20-bed detoxification unit at the request of residents or staff of the Program regardless of health insurance carrier or status.
10. Assistance to staff of the Program in locating an appropriate alternative to the residence for clients experiencing a relapse in their addiction who do not require detoxification but can not maintain their safety and sobriety in the residential program.

We hereby agree to negotiate and resolve any disagreements related to the activities outlined in this Memorandum of Agreement. When any such disagreements occurs, the designated representative of each agency will discuss the matter and attempt to resolve the issue in accordance with the goals of the Program. This Memorandum of Agreement is to become effective as of the date signed and will remain in effect indefinitely as long as both agencies exist and as long as the Sponsor remains the primary service provider of this Program.

This Memorandum of Agreement is subject to review every twelve months as the discretion of either agency, and can be terminated by either agency with written notice sent by certified mail from one director to the other sixty days in advance of such termination.

Agreed on behalf of Sponsor:	
Signed:	Date:
Title	
Agreed on behalf of Partner:	
Signed:	Date:
Title	

**SAMPLE SUBCONTRACT BETWEEN
GRANTEE AND SPONSOR—
LONG**

The attached agreement, dated January 29, 1999 by and between the **Agency A** and **Agency B Committee** is a formal agreement to accomplish the scope of services outlined herein for the ** program.

** is a collaborative program of the Agency A, BB, CC, and Agency B Committee. This collaboration provides services and support to the providers and residents of AIDS supported housing programs and to persons who are homeless or at risk of homelessness.

** was developed in response to the growing recognition that many providers in the Greater Boston area required additional resources but did not have the means, the capacity, nor the volume of need to develop these resources independently. As such, ** sought to develop a pool of resources which would be available to these housing agencies and their residents. ** has expanded to include a pilot program for homeless adults in need of housing and stabilization services.

The attached subcontract details the services and responsibilities of both parties regarding this collaboration.

This Agreement made as of this ____ day of _____, 1999 by and between Agency A, a Massachusetts corporation with a principal place of business of 29 Stanhope Street, Boston, MA 02116 and Agency B Committee, a Massachusetts corporation operating a staff training program (the "Subcontractor") with a principal place of business of 131 Clarendon Street, Boston, MA 02116.

Whereas, Agency A is the recipient of a grant (the "Grant") from the United States Department of Housing and Urban Development ("HUD") under the Housing Opportunities for Persons with AIDS ("HOPWA") program governed by a Grant Agreement (the "Grant Agreement") by and between Agency A and HUD; and

Whereas, pursuant to Agency A's application (the "Application") for the Grant, portions of the Grant will be distributed to certain nonprofit organizations or governmental housing agencies ("Project Sponsor") to carry out eligible activities identified in the Application as part of the ** program; and

Whereas, Agency A desires Subcontractor to participate in the ** program funded by the Grant as a Project Sponsor; and

Whereas, Subcontractor desires to participate in the ** program funded by the Grant as a Project Sponsor, subject to the terms of this Agreement, the Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, the Grant Agreement, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, and all applicable HUD laws, rules and regulation now or hereinafter in effect.

Now, therefore, Agency A and Subcontractor agree to the following:

ARTICLE I: SCOPE OF SERVICES

The Subcontractor shall provide the services described in Exhibit C, attached hereto and incorporated by reference herein (the "Scope of Services"). The Scope of Services represents the Subcontractor's preliminary work plan for the first year of the Period of Performance, as defined below. On or before January 31, 1999, Subcontractor will submit a revised Scope of Services representing a finalized work plan for the first year of the Period of Performance. On or before January 1, 2000 and January 1, 2001, Subcontractor will submit a revised Scope of Services for the second and third years of the Period of Performance, respectively. If at any time during the Period of Performance, Agency A informs the Subcontractor that the Scope of Services is inadequate, Subcontractor will have (10) days to submit a revised Scope of Services.

ARTICLE II: PROJECT ADMINISTRATION

The Program Coordinator for this Agreement, acting on behalf of Agency A, shall be responsible for (1) monitoring the Subcontractor's progress; (2) interpreting the Scope of Services and any other programmatic performance requirements; (3) performing any programmatic inspections and evaluations that may be needed; and (4) assisting in the resolution of programmatic problems encountered during the performance of the Scope of Services.

The Program Coordinator shall not have the authority to authorize changes in the Scope of Services that modify or extend the period of performance or otherwise change any terms or conditions of this Agreement. The Chief Executive Officer of Agency A, or his/her designee, shall serve as the Contracting Officer and is the only person with the authority to act as agent of Agency A under this Agreement.

The Program Coordinator, the Chief Executive Officer and other personnel not specifically named herein shall be identified in Exhibit D, attached hereto and incorporated by reference herein.

ARTICLE III: PERIOD OF PERFORMANCE

This Agreement shall become effective February 1, 1999 and shall not extend beyond January 31, 2002 (the "Period of Performance") unless extended by written amendment to this Agreement.

ARTICLE IV: COMPENSATION

Agency A agrees to compensate the Subcontractor, subject to the availability of funds, for all allowable costs incurred by the Subcontractor that are consistent with and described in the Budget, Exhibit E, attached hereto and incorporated by reference herein, for services described in the Scope of Services, in an amount not to exceed \$\$\$\$ during the period February 1, 1999 to January 31, 2000, \$\$\$\$ during the period February 1, 2000 to January 31, 2001 and \$\$\$\$ during the period February 1, 2001 to January 31, 2002.

Payment shall be made on a combined cost reimbursement and performance basis, as more fully described in the Method of Payment article below, based on monthly invoices and compliance with reporting requirements.

Agency and the Subcontractor recognize and agree that, in light of the emergency nature of HOPWA program dollars, a review of year to date spending shall occur annually during each year of the Period of Performance at a time determined by Agency A. The process for such a review shall be determined by Agency A but shall include negotiations with the Subcontractor to assess the likelihood of unexpended dollars under this Agreement and the use of any such or unexpended dollars.

Notwithstanding the foregoing, Agency A shall be liable only for those allowable costs for the Subcontractor which specifically relate to the performance of the obligations of the Subcontractor under this Agreement as detailed in the Scope of Services. No payment shall be made prior to completion of specified reporting obligations. Unless otherwise specifically agreed in writing, such reimbursement for such allowable costs shall constitute the sole compensation to the Subcontractor for the services rendered by it under this Agreement.

The Subcontractor agrees that no funds awarded under this Agreement shall be used (1) to purchase or improve land, or to purchase, construct or make permanent improvement to any building except for minor remodeling, and (2) to make direct payments to recipients of services.

The Subcontractor agrees that no funds awarded under this Agreement shall be used to supplant or replace local or state funds which it receives or which are allocated to it for the provision of services to individuals with HIV disease. Furthermore, the Subcontractor agrees that no funds it receives under this Agreement will be used to make payments for any item or service to the extent that payment has been made or could reasonably be expected to be made by another third party benefits program or by an entity that provides services on a prepaid basis. The Subcontractor acknowledges that in the provision of services under this Agreement, any charges for services shall be made in accordance with the provisions of the applicable HUD regulations, as set forth in the Grant Agreement.

ARTICLE V: OBLIGATIONS TO AND FROM THE FUNDING SOURCE

A. Availability of Funds. The obligation of Agency A hereunder is subject to authorization from HUD to expend grant moneys for the purposes set forth herein and the availability of funds from HUD for

such purposes. In the absence, withdrawal or termination of such authorization or availability of funds, this Agreement shall be terminated immediately without liability for damages, penalties or other charges on account of early termination.

B. **** Assurances. The Subcontractor agrees:

- (1) to participate in Agency A's evaluation of Project Sponsors under the **** program and to comply with the evaluation criteria thereunder. The evaluation criteria will be developed by Agency A over the first four months of the Period of Performance and distributed to all Project Sponsors. The Evaluation Program will include a review of the Subcontractors Scope of Services, as revised annually during the Period of Performance. In the event that Agency A notifies the Subcontractor in writing that the Subcontractor is not in compliance with any of the evaluation criteria or is otherwise failing to comply with the Evaluation Program, the Subcontractor will have 30 days to take appropriate remedial action and provide Agency A with evidence thereof;
- (2) to participate in ongoing meetings or task forces with Agency A and other Project Sponsors aimed to increase, enhance and maintain coordination and collaboration among HIV-related health and support service providers. Such meetings and/or task forces may include meetings scheduled by Agency A with other Project Sponsors, to further coordinate and integrate services through implementation of HOPWA funded programs;
- (3) to participate in an HIV community-based continuum of care, to the extent such a continuum exists;
- (4) to provide necessary data required for reporting;
- (5) to participate in any applicable needs assessment process;
- (6) to make its services available to any eligible individual without regard to ability to pay or the current or past health condition of the individual and to make its services available in settings accessible to low-income persons and in compliance with all applicable HUD regulations;
- (7) to participate in outreach (a) to inform low income individuals of the availability of services funded under this Agreement, and (b) to enhance access for such individuals to these services; and
- (8) to participate in any evaluation other than the Evaluation Program conducted by or on the behalf of Agency A or HUD related to the dissemination and/or utilization of HOPWA funds.

C. Other Obligations. In addition, the Subcontractor shall be subject to all applicable obligations imposed upon AHC in its Grant Agreement with HUD to the extent relevant and shall cooperate with AHC in its efforts to meet such obligations including, but not limited to, the following:

(i) Pursuant to 45 CFR Section 74.163, the Subcontractor shall comply with the requirements of OBM Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, in establishing procedures for procurement of supplies, equipment, construction and other services purchased with monies paid to the Subcontractor hereunder; and OBM Circular A-133 which pertains to the annual independent audit of all federally funded grantees and subcontracts. The Subcontractor shall submit a copy of its annual audit, if required, prior to the end of each year of the Period of Performance or earlier, if requested by AHC upon reasonable notice.

(ii) The Subcontractor shall comply with, and this Agreement shall be specifically subject to and interpreted in accordance with, all applicable regulations and guidelines of the U.S. Department of Health and Human Services, including without limitation those contained in 45 CFR 74

(as amended and in effect from time to time) pertaining to, among other matters, record retention and access; grant-related income; standards for financial management systems and audits; financial reporting requirements; monitoring and reporting of program performance; and payment requirements.

(iii) The subcontractor shall comply with the terms and conditions of the Grant Agreement, as it may be amended from time to time, and shall not do anything which might in any way jeopardize the grant or result in the termination or suspension of the grant or withholding of funds thereunder.

(iv) The Subcontractor expressly certifies and assures as to the Applicant certifications detailed at pages 68-70 of the Application, and will continue to satisfy the same during the Period of Performance.

ARTICLE VI: METHOD OF PAYMENT

The Subcontractor shall submit monthly invoices within ten (10) days of the end of the month in which services have been performed pursuant to procedures and forms prepared by Agency A. Final invoices must be submitted within forty-five (45) days of the end of the Period of Performance. When monthly invoices are submitted within ten days of the end of the month in which services were performed, Agency A will remit payment within 30 days of that month. If the Subcontractor fails to submit a monthly invoice within ten days of the end of the month, Agency A will not process that invoice until the next processing period occurs. The Subcontractor shall not request payment for a monthly invoice within 30 days of the end of the month in which services were performed if that invoice was not submitted within 10 days of the end of the month. Agency A reserves the right to notify the Subcontractor if it is unable to remit payment within 30 days of the end of the month in which services were performed.

Failure to submit timely invoices may jeopardize the Subcontractor's funding during the current award period as well as its eligibility for funding in subsequent years. Invoices shall be documented and shall adhere to the fiscal rules and standard format established by Agency A, which rules and format may be revised from time to time by notices given during the Period of Performance. In addition, on a quarterly basis, payment shall be made only if quarterly reports have been submitted as required. Final payments shall also be subject to the submission of final reports.

All invoices shall be submitted to

Name
Address

Actual payments will be made within the total authorized amount upon receipt of the monthly invoice for costs incurred and submitted to the Program Coordinator for approval. Approval shall be contingent upon adherence to fiscal rules and format, adequate documentation, and compliance with reporting requirements, as required. The Program Coordinator will then authorize Agency A to make payment.

Agency A shall have the option of making a one time only prospective payment to the Subcontractor in an amount of up to one-quarter of the Subcontractor's annualized total award in accordance with applicable Federal regulations governing this type of arrangement. In the event this option is exercised, reconciliation(s) of the Subcontractor's costs relative to the prospective payment shall be made at the discretion of Agency A. The exercise of this option shall in no way diminish the Subcontractor's obligations, as stated above, regarding, but not limited to, submission of invoices, documentation, monitoring of expenses, and reports and other aspects of payment.

ARTICLE VII: REBUDGETING

The administrative requirements for approval of rebudgeting will be governed by the policies, requirements and/or regulations of HUD as they apply to Agency A. Individual items of the Budget may be adjusted each year during the Period of Performance on or before November 1 for the following three months (the final quarter of the Period of Performance) and on or before February 1 for the following nine months. All requests for rebudgeting shall be submitted in writing to the Program Coordinator and require prior written approval. After review, the Program Coordinator will direct the request to the Contracting Officer for Agency A, as may be necessary. Such requests will be reviewed and approved by Agency A, at its sole discretion. In no event will the total compensation under this Agreement be increased. Allocation of unexpended funds at the end of this Agreement shall be determined at Agency A's discretion.

ARTICLE VIII: LATE PAYMENT

Agency A shall not be liable for any interest or penalty charge for late payments.

ARTICLE IX: MONITORING

A. The Subcontractor shall be monitored, as described below, on its progress made toward meeting the goals described in the Scope of Services and shall report on these goals as part of its reporting obligations described in below.

B. Site Visits. In addition to the Reporting requirements described in Article X below, monitoring shall include site visits. Each Project Sponsor may participate in no fewer than one (1) and no greater than six (6) site visits during the Period of Performance. Site visits may include a review of both fiscal and programmatic issues. Key personnel involved in implementation of the Scope of Services at any and all locations where funded activities occur as well as appropriate records should be available for site visits.

Additional information may be requested either prior to, at, or subsequent to said site visit(s). The Subcontractor will have a reasonable time to produce such information. The Subcontractor shall receive reasonable notice prior to each site visit. Agency A shall take care to schedule site visits at such times as may be mutually agreed upon, so long as such scheduling does not result in delay, in which case Agency A shall specify a reasonable date and time for the site visit.

ARTICLE X: REPORTING

A. Failure to Report or Unreasonable Failure to Make Progress. Reporting shall be considered a deliverable under this Agreement for purposes of determining fulfillment of the Subcontractor's obligations. Failure to produce timely and adequate reports may jeopardize the Subcontractor's funding during the current award period as well as its eligibility or consideration for funding in subsequent years and shall result in a delay in payment as described in the Method of Payment article above.

Furthermore, Agency A reserves the right to withdraw an award if it determines the Subcontractor has failed to make substantial progress on its goals and objectives, that such failure is unreasonable and the Subcontractor does not demonstrate an adequate strategy to address problems and/or obstacles to that progress.

B. Progress and Statistical Reports. The Subcontractor shall submit in writing quarterly progress and statistical reports. Such reports shall address (1) progress made and efforts undertaken to meet goals

and objectives for each activity or service funded, including statistical measures for evaluating successful outcomes, (2) any problems, obstacles or hindrances to meeting such goals and objectives, and (3) any actions taken or to be taken to resolve such problems, obstacles, or hindrances. Additional information may be requested at any time by Agency A.

C. Annual Reports. At the end of each full year or the end of the Period of Performance of the Agreement, the Subcontractor shall be expected to submit an annual or final reports, respectively, containing an overview of the Subcontractor's administrative and programmatic goals and objectives for Agency A funded activities, efforts made to meet those goals and objectives, effectiveness of such efforts, progress made on each of the measurable objectives described in the Scope of Services and the Implementation Plan, any problems and/or obstacles encountered in meeting these goals and objectives, efforts made to address these problems and/or obstacles, and plans for the upcoming period.

D. Format of Reports. All reports shall contain narrative descriptions which are concise and informative with sufficient detail to allow evaluation for funded efforts. Tables and exhibits may be substituted for narrative descriptions, where appropriate. In addition, the Subcontractor shall complete any statistical or other reporting forms provided to it. While funding through other sources that complement Agency A funded activities may be cited, the application of Agency A funds shall be made explicit and documented separately in reports.

Additional information may be requested at any time by Agency A and/or the Program Coordinator.

Agency A and/or the Program Coordinator may provide specific formats for submitting reports which the Subcontractor shall be required to follow.

F. Submission of Reports. Quarterly reports shall be submitted within thirty (30) days of the last day of the month ending the quarter. Annual reports shall be submitted within thirty (30) days of the close of each year of the Period of Performance. Agency A, at its sole discretion, may grant extensions of time for submission of reports.

All reports shall be submitted to:

Agency A
Address

ARTICLE XI: INDEPENDENT PARTIES

Agency A and the Subcontractor shall at all times be considered independent parties. In no event shall any party be liable for the debts or obligations of another party, except as provided specifically in this Agreement. Neither the Subcontractor nor any employee or agent of the Subcontractor shall have any claims under this Agreement or otherwise against Agency A for vacation pay, paid sick leave, retirement benefits, social security, worker compensation, health, disability, professional malpractice or unemployment insurance benefits or other benefits unless expressly agreed upon in writing by the parties. Agency A will not participate in the day-to-day management of the Subcontractor's activities.

ARTICLE XII: TERMINATION

In addition to termination under Article V, this Agreement may be terminated under the following conditions:

(A) Without Cause - Either party may terminate this Agreement at any time by giving written notice to the other party at least sixty (60) calendar days prior to the effective date of termination stated in the notice, or such other period as the parties mutually agree.

(B) For Cause - If the Subcontractor fails to fulfill its obligations under this Agreement, Agency A may terminate this agreement by giving written notice to the Subcontractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice may state a reasonable period, not less than seven (7) calendar days, during which the alleged breach may be cured, subject to the approval of Agency A.

(C) Emergency - Agency A may terminate or suspend this Agreement by providing written notice to the Subcontractor stating the grounds for Agency A's actions, in the form of telegram, mailgram, hand-carried letter or other appropriate written means if Agency A determines that immediate action is necessary to protect Agency A, and/or federal funds or property. Such termination or suspension action shall be effective upon receipt by the Subcontractor. The suspension shall be accompanied by instructions from Agency A concerning Subcontractor actions required to remove the suspensions and a timetable for meeting those requirements, as well as a description by Agency A of allowable activities and costs, if any, during the suspension period. Failure by the Subcontractor to respond to the notice of suspension within five (5) business days of receipt of notice shall be cause for immediate termination. Failure by the Subcontractor to remedy the stated deficiencies according to the timetable prescribed by Agency A shall be cause for immediate termination.

(D) Notwithstanding the above, in the event of termination, the Subcontractor shall not be relieved of liability to Agency A for injury or damages sustained by Agency A or the Agency by virtue of any breach of this Agreement by the Subcontractor for the purposes of set-off until such time as the exact amount of damages due to Agency A from the Subcontractor is determined.

ARTICLE XIII: OBLIGATION IN EVENT OF TERMINATION

Upon termination, all finished or unfinished documents, data, studies and reports prepared by the Subcontractor pursuant to this Agreement shall become the property of Agency A.

Agency A shall promptly pay the Subcontractor for all services performed to the effective date of termination provided that the Subcontractor submits to Agency A properly computed invoices no later than two (2) months after the effective date of termination.

ARTICLES XIV: CONFLICT OF INTEREST

No officer or employee of any of the parties shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. No officer or employee of any of the parties shall have any interest, direct or indirect, in this Agreement or proceeds thereof.

ARTICLE XV: RECORDKEEPING, AUDIT, & INSPECTION OR RECORDS

The Subcontractor shall maintain books, records, and other compilations of data pertaining to the performance of the provisions and requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after termination of the Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the retention period, whichever is later.

AHC, HUD, the U.S. Department of Health and Human Services and the U.S. Comptroller, the cognizant audit agency, or their designees shall have the right at reasonable times and upon reasonable notice to examine and copy at reasonable expense the books, records and other compilations of data of the Subcontractor which pertain to the provisions and requirements of the Agreement.

Within thirty (30) days after the termination of this Agreement, unless it is renewed, the Subcontractor shall submit to Agency A copies of all records the Subcontractor has created or maintained pursuant to the requirements of this Agreement including, but not limited to, financial records, programmatic records, supporting documents and statistical records. Confidential records with client identifiers shall only be required upon request and subject to the consent of the client(s).

ARTICLE XVI: CONFIDENTIALITY

The Subcontractor acknowledges that in the performance of this Agreement it, or its employees or agents, may acquire or have access to "personal data" and become "holder" of such personal data (as defined in M.G.L. c.66A) or other information deemed confidential by the Commonwealth of Massachusetts or protected by federal law. The Subcontractor shall comply with the laws and regulations relating to confidentiality and privacy, including any rules and regulations of Agency A.

The Subcontractor agrees to take reasonable steps to insure the physical security of such data under its control.

The Subcontractor agrees that it will inform each of its employees having any involvement with personal data or other confidential information of the laws and regulations relating to confidentiality.

ARTICLE XVII: POLITICAL ACTIVITY PROHIBITED

None of the services to be provided by the Subcontractor shall be used for any partisan political activity, or to further the election or defeat of any candidate for political office.

ARTICLE XVIII: PUBLICATION, REPRODUCTION, & USE OF MATERIAL

All published reports and printed material shall be in cooperation with and shall appropriately acknowledge the collaboration and support of HUD and Agency A. No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country. Agency A shall have unrestricted authority to disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

ARTICLE XIX: ASSIGNMENT BY SUBCONTRACTOR

The Subcontractor shall not assign or in any way transfer any future interest in this Agreement without the prior written consent of Agency A. Any future assignment of the Subcontractor's interest in this Agreement shall require the assignee, at Agency A's discretion, to supply such further information as deemed necessary to comply with rules and regulations governing contracts for services.

Any such assignment shall also be expressly made subject to all defenses, set-offs, or counter-claims which would have been available to Agency A against the Subcontractor in the absence of such assignment.

ARTICLE XX: SECOND-TIER SUBCONTRACTING

Second-tier subcontracts with any other organization, association, individual, corporation, partnership or other such entity will require the prior written consent of Agency A and shall be subject to the approval of the funding source. No second-tier subcontract or delegation shall relieve or discharge the Subcontractor from any obligation or liability under this Agreement except as specifically set forth in the instrument of consent. Agency A shall have the right to obtain a copy of the second-tier subcontract upon request.

ARTICLE XXI: CIVIL RIGHTS & EQUAL EMPLOYMENT OPPORTUNITY

The Subcontractor shall not discriminate against any person because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, religion, or physical or mental handicap. The Subcontractor agrees to comply with all applicable Federal and state statutes, rules and regulations prohibiting discrimination including: Title VI of the Civil Rights Act of 1964; 45 CFR Parts 80 and 84; the Age Discrimination in Employment Act of 1967; Section 5604 of the Rehabilitation Act of 1973; Massachusetts General Laws Chapter 151B, Section 4(1); and all relevant administrative orders and executive orders, including Executive Order 227, Executive Order 246, and Executive Order 11246, all as may be amended from time to time.

If a complaint or claim alleging violation of such statutes, rules or regulations by the Subcontractor is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Subcontractor agrees to cooperation with MCAD in the investigation and disposition of such complaint or claim.

In the event of the Subcontractor's noncompliance with the provisions of this section, AHC shall impose such sanctions as it deems appropriate, including, but not limited to: (A)

withholding of payments due the Subcontractor under this Agreement until the Subcontractor complies; and (b) termination or suspension of this Agreement. The MCAD shall be responsible for determining compliance with this section. Any breach of this section shall be regarded as a material breach and shall be subject to all other sections of this Agreement. Agency A or its designee shall have access to all records necessary to document compliance with this section.

ARTICLE XXII: INSURANCE AND ASSUMPTION OR RISK

A. During the term of this Agreement, the Subcontractor and all its agents and employees shall be covered by general and professional liability insurance, if applicable, in amounts not less than One Million Dollars (\$1,000,000) in coverage for general liability and One Million/Three Million Dollars (\$1,000,000/3,000,000) in coverage for professional liability. Evidence of such coverage is attached hereto as Exhibit F. In the event any changes occur in such general or professional liability coverage during the period of performance, the Subcontractor shall notify Agency A of such changes and shall provide Agency A with new evidence of coverage.

B. Agency A and the Subcontractor, the parties hereto, hereby agree that each shall assume and bear the entire risk of loss and of damage caused by its negligence or the negligence of its agents, servants or employees incident to the performance of their respective duties hereunder.

ARTICLE XXIII: EQUIPMENT ACCOUNTABILITY AND DISPOSITION

Title to all equipment purchased with federal grants funds generally resides with the federal government. Inasmuch as Agency A is not an educational or research institution as defined by PL-85-934, the accountability for equipment is not waived. Therefore, Agency A will have a continuing responsibility for the inventory accountability and disposition of equipment purchased under this Agreement. The Subcontractor agrees to maintain records to enable Agency A to fulfill its responsibility. At the end of the Project, Agency A will consider a request for transfer of title and accountability to the Subcontractor.

ARTICLE XXIV: CHOICE OF LAW

This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Subcontractor agrees to bring any federal or state legal proceedings arising under this Agreement in which Agency A is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This article shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

ARTICLE XXV: FORCE MAJEURE

Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure to delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay. It is agreed that since performance dates of this Agreement are important to the implementation of essential Agency A and Agency work, in the event of the Subcontractor's continued failure to perform for periods aggregating forty-five (45) or more calendar days, even for causes beyond the control of the Subcontractor, Agency A shall have the right to terminate this Agreement without termination costs or penalties.

ARTICLES XXVI: NOTICE

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed given when delivered to either party or deposited in the U.S. Mail, postage prepaid and addressed to the individual signing on behalf of the party below and to the address first written above.

ARTICLE XXVII: SEVERABILITY

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.

ARTICLE XXVIII: HEADINGS AND INTERPRETATION

The headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

ARTICLE XXIX: WAIVERS

All conditions, covenants, duties and obligations contained in this Agreement can be waived only by written amendment. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.

In witness whereof, the parties have caused this Agreement to be executed by their respective duly authorized representative on the date set forth below.

Date: Agency A

By: _____

Its:

Date: Agency B Committee

By: _____

Its:

EXHIBIT A
Application

EXHIBIT B
Grant Agreement

EXHIBIT C
Scope of Service

EXHIBIT D
Budget

EXHIBIT E
Evidence of Insurance

SAMPLE SUBCONTRACT BETWEEN GRANTEE AND SPONSOR--SHORT

1. Background

The _____ HOPWA Program is funded by a grant from the United States Department of Housing and Urban Development (HUD). The Program is designed to provide _____ and _____ to individuals and households who are HOPWA eligible. The Program is jointly administered by the _____ and the _____.

2. Purpose of Memorandum of Understanding

[Number of Service Providers] have committed to participate in this HOPWA program to provide necessary service to the target population. The purpose of this Memorandum of Understanding (MOU) is to clearly identify the services to be provided and the responsibilities of _____, an identified service provider and hereinafter referred to as Provider; and the responsibilities of the Grantee, _____.

3. Scope of Services

Provider shall provide services as described in the Provider's Commitment letter, as set forth in Exhibit A.

- [Grantee] shall oversee all grant requirements, coordinate participant intake, referral, and service delivery among the Service Providers, and provide technical assistance and training to Service Providers. [Grantee] shall make a good faith effort to seek and secure additional financial and in-kind resources on behalf of the Provider in support of HOPWA related activities.
- The provider shall administer rental assistance in accordance with HOPWA regulations, including determination of eligibility, rent calculation, compliance with habitability standards, and meeting other federal requirements.

4. Indemnity and Insurance

Provider shall indemnify [Grantee], its officers and employees, against any and all liability for injury and damage caused by any negligent or willful act or omission of Provider or any of Provider's employees or volunteers in the performance of the duties specified in this MOU.

[Grantee] shall likewise indemnify and hold Provider harmless. Provider shall have General Liability, Workers' Compensation, Automobile, and Professional Insurance coverage as required and appropriate. Proof of coverage will be provided upon request of the [Grantee].

5. Record Keeping and Reporting

Provider agrees to maintain on a current basis documentation of eligibility, need assessment, determinations of assistance, data for evaluation, provision of services and as may be applicable, complete and current monthly service logs, application logs, and all related documents and records to assure proper accounting of funds and performance under the terms of this MOU.

Provider agrees to give evaluation and annual reporting data to [Grantee] in a timely manner.

Evaluation data will be due quarterly, 15 days after the end of the quarter.

HOPWA annual reporting data will be due 30 days after the end of the project year, which is ____ [Date] ____.

6. Compliance with Federal Regulations

Provider agrees to comply with all applicable requirements which are now, or which may hereafter be, imposed by HUD for the HOPWA Program, including, but not limited to, the requirements of 24 CFR part 85 (administrative requirements as detailed in OMB Circular A-102, and OMB Circular A-87), and 24 CFR part 24 (the use of debarred or suspended contractors). Provider will also comply with the requirement to maintain a Drug-free Workplace, pursuant to the Drug-free Workplace Act of 1988, and will comply with all statutes and regulations applicable to the delivery of the provider's services. There will be no displacement of tenants or property owners through the provision of services pursuant to this MOU.

7. Nondiscrimination and Equal Opportunity

Provider agrees that no person shall, on the grounds of race, color, religion, national origin, sex, sexual orientation, handicap, ancestry, familial status, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program participating in HOPWA or funded in whole or in part with funds made available to Provider pursuant to this MOA.

8. Term

The term of this MOA is ____ [DATE] ____.

9. Amendment

This MOA may be amended with the written agreement by both agencies.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed this first day of _____, 20__.

BY _____

BY _____

Date