Contract for Audit Services

THIS AGREEMENT, entered into as of the **20th day of January, 2027** by and between the Cumberland Housing Group consisting of the Housing Authority of the City of Cumberland, State of Maryland, (hereinafter referred to as the Public Housing Agency), and the Cumberland Housing Alliance, Inc. and ***insert contractor name*** **(hereinafter referred to as the "Contractor"**), WITNESSETH:

WHEREAS, the Public Housing Agency has entered into a contract (contracts) with the United States of America acting through the Department of Housing and Urban Development (hereinafter referred to as the "Government") for financial assistance for low-income public housing pursuant to the United States Housing Act of 1937, as amended, 42 United States Code Section 1437 et. seq; and

WHEREAS, pursuant to said contract (contracts), the Government and the Comptroller General of the United States or his duly authorized representatives have the right to audit the books and records of the Public Housing Agency pertinent to its operations with respect to such financial assistance; and

WHEREAS, the Government has authorized the Public Housing Agency to procure such an audit by an Independent Public Accountant in lieu of audit by the Government; and

WHEREAS, Public Housing Agency desires the Contractor to conduct and perform such an audit;

NOW, THEREFORE, the Public Housing Agency and the Contractor do mutually agree as follows:

1. The Contractor shall audit the accounts and records of the Public Housing Agency for the 12-month period ending March 31, 2027. The Audit shall be performed in accordance with generally accepted auditing standards and the auditing and reporting provisions of the applicable HUD Audit Guide for the low-income housing program for use by Independent Public Accountants, herein referred to as requirements of the Single Audit Act of 1984 and OMB Circular A133, including all revisions. The audit performed shall be sufficient in scope to enable the Contractor to express an opinion in the audit report on the financial statements of the PHA. The auditor will be required to perform the audit to meet the GAAP reporting requirements as established by HUD's REAC division and submit all reports as required via computer.
2. The books of account and financial records to be audited are maintained and are located at the Cumberland Housing Group's office, 635 East First Street, Cumberland, Maryland. These books and records will be made available to the Contractor's use at the Agency's Office during normal business hours.

3. If the Contractor ascertains that the Cumberland Housing Group's books and records are not in a sufficiently satisfactory condition for performing an audit, the Contractor shall disclose this deficiency to the Cumberland Housing Group. If the Cumberland Housing Group cannot get its books ready for an audit within 15 days, then the IPA should notify the Government. Notification to the Government shall be by written communication addressed to the Area Manager, Department of HUD, Public Housing Division, Baltimore Office, 10 South Howard Street, Third Floor, Baltimore, MD 21202.

   The Contractor shall await further instructions from the Regional Inspector General for Audit before continuing the audit.

4. Upon completion of the audit, an Audit Report and any adjustments of corrections made to that report, addressed jointly to the Cumberland Housing Group and the Regional Inspector General for Audit consisting of those elements described in the Audit Guide, shall be simultaneously submitted to:

   a. Electronic copy to the Bureau of Census at Federal Audit Clearinghouse, Bureau of Census, P.O. Box 5000, Jeffersonville, Indiana 47199-5000.

   b. One copy to Department of Fiscal Services, Division of Fiscal Research, Maryland General Assembly, Legislative Services Building, Room 200, 90 State Circle, Annapolis, Maryland 21401, or if acceptable, electronic.

   c. Electronic copy supplied to the Chief Finance Officer of Cumberland Housing Group for Commissioners for both Boards, Attorney, Chief Executive Officer and Chief Financial Officer.

   d. Two hard copies supplied to the HUD Public Housing Division area office in Baltimore, or if acceptable, electronic.

   e. Meet in person or by conference call with the Chief Executive Officer and Chief Financial Officer to provide an overview of the audit, if there are any issues or findings. If requested, this meeting may also include the Housing Authority Board of Commissioners and the Cumberland Housing Alliance Board of Directors at a regular monthly meeting. If no issues, no attendance at meeting is necessary.

   f. Submit via computer the audit reports as required by REAC in the prescribed format per the latest audit guidelines.

5. The Audit Report and REAC submissions shall be submitted within nine months after the close of the Public Housing Agency's Fiscal Year fiscal year end (by December 31st). The single report for Banneker Gardens is required to be submitted to the State of Maryland by October 1st.

6. The Cumberland Housing Group may, before or during the performance of the audit, request changes in the scope of the services of the Contractor to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor's compensation and any change in the time limitation for submission of the Contractor's report, which are mutually agreed upon by and between the Cumberland Housing Group and the Contractor, shall be incorporated into written amendments to this contract and shall be subject to the Government's approval.

7. The Cumberland Housing Group agrees to pay the contractor as compensation for the services and report mentioned herein, a lump-sum fee of **$_____** inclusive of all costs and expenses. The fee is based on the following:

a.	Partner (Principal):	$	per hr. x _____	est. man-days =	$_____
b.	Senior (Manager):	$	per hr. x _____	est. man-days =	$_____
c.	Junior	$	per hr. x _____	est. man-days =	$_____
d.	Secretarial (Office)	$	per hr. x _____	est. man-days =	$_____
				TOTAL	$_____

It is estimated that _____ man-days will be required to perform the Annual Audit.

Such lump-sum fee shall be payable after submission of the Audit Report to the Cumberland Housing Group and after submission of copies of the report to the Government and Cumberland Housing Group as provided in paragraph 4 above.

8. MANDATORY QUALIFICATION OF THE AUDITOR

   a. An affirmation that the proposer is properly licensed for public practice as a certified public accountant or a public accountant in the State of Maryland. According to generally accepted governmental auditing standards (GAGAS), public accountants must be licensed on or before December 31, 1970, or working for a CPA firm to be eligible for engagement. A statement by the State identifying such registration for license shall be attached to this contract.

   b. An affirmation that the proposer meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions. 1981 revision, published by the U.S. General Accounting Office.

   c. An affirmation that the respondent does not have a record of substandard audit work. (This can be determined by communicating with the State licensing authority.) Requesters of audit services may wish to ask respondents for disclosure of positive enforcement actions, or other matters which may reflect on their professional qualifications.

   d. An affirmation that respondent meets any other specific qualification requirements imposed by state or local law. (Specifics should be detailed, if applicable.)

9. The Contractor certifies that he has not provided accounting or bookkeeping services for the Cumberland Housing Group during the period covered by the audit.

10. No member, officer or employee of the Cumberland Housing Group, no member of the governing body of the locality in which any of the Public Housing Agency's developments are situated, no members of the governing body of the locality in which the Public Housing Agency was activated, and no other public official of such locality or localities who exercises any responsibilities of functions, with respect to the Public Housing Agency's developments, during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

11. No member of or delegate to Congress of the United States or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise there from.

12. The Contract warrants that he/she has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Cumberland Housing Group the right to terminate this contract, or in its discretion, to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.

13. The Contractor shall not assign or transfer any interest in this contract except that claims for monies due or to become due from the Cumberland Housing Group under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall insure to the benefit of the surviving or remaining members of such partnership.

14. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation; and selection of training, including apprenticeship.

15. For a period of four years from the date of the Audit Report, the Contractor shall make its work papers, records, and other evidence of audit available to the Government and to the Comptroller General of the United States or his duly authorized representatives during normal working hours upon written request of the Government or of the Comptroller General or his representatives. The period will be reduced to three years for those Public Housing Agencies for which all projects have had Actual Development Cost Certificates issued. The Government and the Comptroller General shall be entitled to reproduce any or all of such documents at their expense for which provision shall be made at the time the need for reproduction arise.

16. Except for disclosure to the Government, the Comptroller General and the Cumberland Housing Group, the Audit Report and the work papers, records, and other evidence of audit, including information and data prepared or assembled by the Contractor under this contract, shall be held confidential by the contractor and shall not be made available or otherwise disclosed to any person without the prior written approval of the Government.

IN WITNESS WHEREOF, the Cumberland Housing Group and the Contractor have executed this agreement the day and year first above written.

CONTRACTOR	THE CUMBERLAND HOUSING GROUP
Signature: _____	Signature: _____
Name: _____	Name: Michele E. Bender
Title: _____	Title: Chief Executive Officer
Date: _____	Date: _____