

POLICY 402

**SERVICE PROVIDER CONDITIONS TO CONTRACT AWARDS
(PURCHASE OF SERVICE AND GRANT AWARDS)**

The Agency is required by the Ohio Department of Aging and the U. S. Administration on Aging to develop specific Conditions to Contract Awards, as a contractual requirement with which Service Providers receiving Title III, Senior Community Services (SCS) and Alzheimer's Respite funds must comply. By agreement with the Lucas County Commissioners, this same requirement applies to the Lucas County Senior Services Levy funds administered by the Agency.

PROCEDURE A CONDITIONS TO CONTRACT AWARDS (PURCHASE OF SERVICE AND GRANT AWARDS)

These conditions are made an integral part of the contract made by the **AREA OFFICE ON AGING OF NORTHWESTERN OHIO, INC.**, an Ohio nonprofit corporation (the "Agency"), having an address of Executive Administration Office Building, 2155 Arlington Avenue, Toledo, Ohio 43609 and the Service Provider.

W I T N E S S E T H:

WHEREAS, the Agency has been designated the official regional planning and service development organization for Older Northwest Ohioans and shall award funds for this purpose; and,

WHEREAS, the Service Provider has submitted to the Agency an application (the "Application") for a contract to provide services to persons aged 60 and over and/or their care givers; and,

WHEREAS, the Agency desires to award a contract to the Service Provider, subject to the terms and conditions of the Notification of Grant/Contract Award, the Application, Contract Summary Form, approved budget and, any other conditions set forth by the regulatory body of these funds; and,

WHEREAS, the Provider agrees this is a "Purchase of Service" or "Grant" contract, as specified in the current letter of transmittal and will be reimbursed. However, in cases of financial hardship, the Provider may request a one-time, "start-up payment" (not to exceed 15% of the ceiling rate of this contract) in the first month. Such payment shall be granted by declaring hardship and requesting such payment in writing. Subsequent payment of funds will be made at a reimbursable rate throughout the twelve-month period of the contract.

WHEREAS, the Service Provider understands the Agency is not capable of providing additional resources above the ceiling rate; and,

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WHEREAS, this contract will start and end on the dates specified in the current letter of transmittal to the Service Provider, unless otherwise notified by the Agency; and,

WHEREAS, this contract/grant may be terminated with or without cause by either party upon 60 days advance notice to the other party; and,

WHEREAS, this contract/grant and the Agency's obligations contained herein are contingent upon the availability of funding (which could be reduced by the regulatory and/or administrative entity without notice or cause), the Agency may modify this contract/grant at any time such condition occurs; and,

WHEREAS, service units and unit rates, including the maximum allowable funding ceiling, are non-negotiable after the approval and signing of this contract/grant, unless additional resources are secured by the Agency for the purpose of increasing the provision of service units; and,

WHEREAS, the Service Provider shall ensure that the rates charged in this contract/grant are not more than the usual and customary fees charged to non-Agency clients for the same service; and,

WHEREAS, the contract/grant will be monitored and evaluated for contract/grant compliance and/or program outcomes and/or performance. Contracts/Grants may be reduced or discontinued for non-compliance and lack of ability to document outcomes and/or lack of performance, or should federal, state or local funding be reduced to the Agency. In instances of non-compliance and/or lack of ability to document outcomes and/or lack of performance, the Agency shall provide written notice of deficiencies to the Service Provider and allow a reasonable opportunity (not to exceed six months or one year) for the Service Provider to take corrective action, prior to the implementation of any sanction(s);

WHEREAS, the Agency and the Service Provider shall be guided by the principles and standards of the Older Americans Act of 1965, as amended, regardless of the funding source, in the administration and delivery of all programs and services for Older Northwest Ohioans; and,

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WHEREAS, these Conditions to Contract/Grant Award will be used in administering all funding awards of the Agency unless otherwise specified in the contract/grant; and,

WHEREAS, the Service Provider agrees to provide in a service summary, as detailed in Table "A" on page 2 of the Notification of Grant or Contract Award (NGA), the service name, units, unit cost, date of service delivery, and geographic area served;

WHEREAS, the Service Provider does not have the right or power to assign, subcontract, or transfer its rights and duties under this contract/grant; and,

WHEREAS, the Service Provider shall ensure that all necessary records are maintained to fully disclose the extent of services provided for a period of three (3) years from the expiration date of this contract/grant, or until an audit is completed and every exception resolved, whichever is later, and to provide these records upon request to the Agency or its designee for audit purposes;

WHEREAS, the Agency's obligations contained herein, are contingent upon the availability of federal, state and local funding, which may be reduced by the regulatory or administrative entity without notice or cause during the Program Year;

WHEREAS, the Service Provider shall have the opportunity to approve all changes to the contract/grant, except as specified in this contract/grant;

NOW, THEREFORE, the Agency and the Service Provider agree as follows:

1. **Matching Share**

All Service Providers awarded Title III-B funds of the Older Americans Act, are required to identify in the approved budget all matching resources (cash and/or in-kind) by source and amount. First year Service Providers must provide at least a 25 percent match of the Title III-B allocation in local matching resources; second year Service Providers must provide a 40 percent match of the Title III-B allocation in local matching resources; third year Service Providers and those funded thereafter, must provide at least a 100 percent match of the Title III-B allocation in local matching resources. Service Providers must provide non-federal match as outlined in the approved budget and must keep the records necessary to document these costs, since such costs will be audited.

Failure to properly document non-federal match may result in repayment or de-obligation of the funds for which the match was required, depending upon the time at which the deficiency is discovered.

2. Maintenance of Effort

In each year of funding, the Service Provider must designate in its approved budget at least the same amount of cash resources it designated in the approved budget for the previous program year to meet the required non-Federal matching share applicable to its approved budget. If the Service Provider designates less than this amount, the Agency may reduce the federal funds by a percentage equal to the percentage by which the Service Provider reduced its designated match.

If the Service Provider determines that its cash expenditures cannot be maintained in the amount approved in the previous year, the Service Provider may apply to the Agency for a waiver prior to the commencement of the contract/grant period.

3. Services

- (a) The Service Provider shall furnish services on behalf of the Agency. The Service Provider shall perform the services in order to meet, prior to the expiration of the Term, the approved service objectives set forth in the application.
- (b) The objectives may not be revised without the written approval of the Agency. The Service Provider shall submit to the Agency, at least thirty (30) days prior to the proposed effective date of any changes, a written statement setting forth the proposed revisions, and the reasons for seeking the revisions. Failure to do so may result in recovery or de-obligation of funds allocated to that specific objective, depending upon the time at which the deficiency is discovered.
- (c) Preference shall be given to older individuals with the greatest economic or social needs with particular attention to low-income minority individuals, in all services. Service Providers shall maintain adequate documentation to support these preferences, which are set forth by ODA and the Administration on Aging.

4. **Term**

The term (the "Term") of this contract/grant commences on January 1, of the year specified in the contract cover letter and expires on December 31 of the year specified in the contract cover letter.

5. **Payments to the Service Provider**

(a) The Service Provider shall submit a monthly "Request for Funds Form" to the Agency within thirty (30) days after the end of the month in which the services were provided. The Agency shall have the right to refuse payment of Service Provider claims when claims are not received within sixty (60) days of the end of the month in which services were delivered. The Agency will make approved payments within thirty (30) days after receipt of the request form. Such forms shall be directed to the Agency's Fiscal Department.

(b) The Service Provider shall file all reports and documentation by the due date specified herein with the Agency.

(c) No more than twenty-five percent (25%) of the total budget may be expended after September 30 without written authorization from the Agency's Fiscal Director and concurrence by the Executive Director.

Failure to comply with this condition may result in repayment or de-obligation of funds allocated, depending upon the time at which the deficiency is discovered. The Agency may revise (reduce) the NGA if the Service Provider has more than 25% of its funds remaining unspent on or after September 30.

(d) The Service Provider is eligible for reimbursement by the Agency upon providing authorized units of service in accordance with the Conditions of Participation and Service Specifications to individuals identified by the Agency as eligible according to the terms and conditions of the Agreement.

(e) In the event that the Service Provider is paid for services not allowable under terms of this Agreement, the Service Provider shall

return such funds. The Agency may also deduct the amount of the overpayment from future reimbursement with or without any prior notice to the Service Provider. If the amount of the future reimbursement is insufficient to cover this obligation, the Agency shall require remittance from the Service Provider. The Service Provider shall notify the Agency's Executive Director immediately, in writing, upon the discovery of any overpayment.

6. Program and Fiscal Reporting

- (a) The Service Provider shall submit to the Agency quarterly program and financial reports for the immediate preceding quarter no later than the fifth working day in the months of *April, July, October and January*. The quarterly program reports shall contain such information and such documentation of the Services as may be required by the Agency. Failure to do so will result in the Service Provider being out of compliance with this agreement. Non-compliance with the terms of this agreement may result in suspension of payments, repayment, or de-obligation of funds allocated to the Service Provider for those specific services;

as follows: (Note: Any additional reporting requirements resulting from future policy changes at the federal, state, or local level will also be subject to these provisions.)

- (i) OASIS quarterly reports, completely and properly filled out and in agreement with monthly requests for funds. These reports are due to the Planning Department not later than the fifth working day following the end of the quarter for which the data is being submitted;
- (ii) Requests for funds, completely and properly filled out. For Service Providers to be paid by the fifteenth day of the month following the month in which the services were provided, these reports are due to the Fiscal Department not

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later than the fifth working day following the end of the month for which the data is being submitted;

- (iii) Annual Lucas County Senior Services Levy Summary Reports, for Service Providers receiving funding from the Lucas County Senior Services Levy, are due to the Planning Department not later than the thirtieth day of the first month following the end of the contract term.
- (c) The Service Provider shall submit to the Agency a **final financial** report no later than thirty (30) days after the end of the Term, which is the thirtieth day of January. The final financial report shall contain such information and such documentation as may be required by the Agency.
- (d) The Service Provider shall meet the monitoring, auditing and financial reporting requirements set forth in Subpart I or 45 CFR Part 74, Subpart J of 45 CFR Part 74, the Ohio Revised Code and any other appropriate federal, state or local regulations governing these funds.
- (e) The Service Provider shall submit to the Agency such other financial reports, program reports, and supporting documentation as may be requested or required by the Agency, the Ohio Department of Aging (ODA), the Administration on Aging (AOA) and any other appropriate authority.

7. **Service Provider Carry-over of Funds**

Funds remaining unspent at the end of the contract period **may not** be carried-over by the Service Provider. These funds revert to the Agency for reassignment, re-budgeting, and/or return to the state or federal government.

8. Accounting, Books and Records.

- (a) The Service Provider will submit a written budget within 30 days of the Notification of Grant/Contract Award if the budget submitted with the application is not in agreement with the amount of the award. Any planned equipment purchases must be itemized. All equipment purchased, in whole or in part, under the Older Americans Act or other funds from the Agency must be reported annually on the equipment inventory.

- (b) The Service Provider shall maintain and retain such books of account, records, and other supporting documentation as may be required by "Generally Accepted Auditing Standards", 45 CFR Part 74, the Agency, ODA, or the AOA. The AOA, ODA, the Agency, other funding authorities and Agency auditors may inspect all books, records and documents of the Service Provider in connection with the Services. The Service Provider shall meet the standards for financial management systems set forth in Subpart H of 45 CFR Part 74 and shall submit written accounting procedures outlining existing internal controls to the Agency.

- (c) The Service Provider shall establish and implement procedures satisfactory to the Agency for soliciting, collecting, and accounting for Program Income and provide the Agency with written documentation of such procedures. "Program Income" means any income earned by the Service Provider from activities, either part or all of the cost of which is either borne as a direct cost by a contract/grant or counted as a direct cost towards meeting a cost sharing or matching requirement of a contract/grant. Program Income includes but is not limited to donations and contributions towards the cost of services, regardless of source. The Service Provider shall account for Program Income in accordance with ODA Policies 409.00 - 409.02 and 45 CFR Part 74.

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- (d) The Service Provider shall place financial advancements of Older Americans Act funds in interest-bearing accounts which may be accessed by a negotiable instrument (e.g., check). Any interest received on these funds shall be returned to the Agency quarterly per the new Ohio Department on Aging and Administration on Aging Policy.
- (e) The Service Provider shall submit to the Agency annual audited financial statements in accordance with Generally Accepted Accounting Principles and Government Auditing Standards, 1994 revision, and if applicable an audit in accordance with the requirements of OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations. The audit report must be submitted to the agency by June 30th following the end of the contract/grant year.
- (f) The Service Provider shall submit to the Agency proof of non-profit (501(c)(3) status, if applicable.
- (g) Expenses charged against the funds included here shall not be incurred by the grantee except during the period of the NGA. All expenses allocated to senior services must be reasonable, using an acceptable method and supported by appropriate worksheets and/or time studies. All expenses incurred or obligated for the approved programs must be supported by signed contracts, payroll records, purchase orders, requisitions, bills or other evidence of liability consistent with the grantees established procurement procedures.
- (h) The Service Provider shall ensure that any requests for additional program funds and/or units of service or reallocation of funds and/or units of service are forwarded to the Agency not later than September 30 of the contract/grant year. Current funding authority

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policies prohibit modifications to contracts/grants within the last 60 days of the program year.

9. **Evaluation**

The Service Provider agrees to participate in a formal on-site conference annually for both program and fiscal operations. Monitoring sessions may be conducted periodically throughout the Term.

10. **Insurance**

The Service Provider shall purchase and maintain the following types of insurance: workers' compensation; comprehensive general liability with limits no less than \$1,000,000; comprehensive automobile liability (where applicable) with limits no less than \$1,000,000, and an umbrella policy. All policies shall name the Agency as an additional insured. The policies shall contain a provision prohibiting cancellation or substantial change without ten (10) days prior written notice to the Agency. The Service Provider shall furnish the Agency with Certificates of Insurance covering the term of the contract/grant.

The Service Provider agrees to indemnify, defend, and hold harmless the Agency against any and all liability, costs, expenses, attorney's fees, claims and demands which may arise from or be declared in connection with any undertakings or responsibilities of the Service Provider, its agents, officers, or employees including acts of omissions or negligence on the part of the Service Provider, its agents, officers or employees.

11. **Supplies and Equipment.**

- (a) Title to all equipment, supplies, real property, personal property, and fixtures purchased with funds under this contract/grant shall be vested with the Agency.
- (b) The Agency hereby reserves the right to require the Service

Provider to transfer the title to any property in accordance with 45 CFR Part 74, 74.136.

12. **Confidentiality**

- (a) The Service Provider **shall not** disclose any information about, or obtained from, an individual served or employed by the Service Provider without the individual's written consent. Client profile data may not be released without the prior written permission of the Agency.
- (b) The Service Provider shall not provide access to their senior clientele to any agency or individual seeking information through questionnaires, polls, assessments, etc. without prior written approval of the Agency.

13. **Personnel**

- (a) The Service Provider shall obtain fidelity bonds covering all employees who have access to funds. At the request of the Agency, the Service Provider shall furnish the Agency with evidence of such fidelity bond coverage. The Service Provider shall obtain all fidelity bonds from companies holding certificates of authority as acceptable sureties. A list of these companies is published annually by the Department of Treasury in Circular 570.
- (b) The Service Provider shall develop and implement an Affirmative Action Plan for Equal Employment Opportunity. No individual shall, on the grounds of race, color, religion, national origin, sex or age be refused employment or service in any activity or program affected by this contract/grant as established by the Civil Rights Act (P.L.88-352) and the regulations established by the Department of

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Health and Human Services. Also, in accordance with this plan:
(1) Goals are to be expressed in quantitative and qualitative terms and shall reflect at least the existing minority level within the service area; (2) Objectives for achieving the goals are to be developed with established timetables; (3) An employee not having supervisory, administrative or board status shall be appointed EEO officer; (4) Notification of job vacancies shall be submitted to the Agency prior to initiation of recruitment and hiring procedures; and (5) Position descriptions, pay ranges, and salary schedules shall be submitted to the Agency, as changes occur.

- (c) The Agency recommends that Service Provider staff new-hires (Executive Director, Program Directors, etc.) receive orientation to the Agency. Arrangements shall be made through the Agency's Planning and Program Development Department. Additionally, the Agency recommends that all key staff new-hires attend the Ohio Association of Area Agencies on Aging's (O4A) orientation program "Aging in Ohio." Information on this program is available at O4A's website <http://www.ohioaging.org>.
- (d) The Service Provider is responsible for maintaining a current staffing plan, organizational chart and job descriptions submitting them to the Agency as required.
- (e) The Service Provider shall submit personnel policies which include the agency's/organization's grievance procedure.
- (f) The Service Provider shall develop and keep on premises its policy on employment and service provisions for the handicapped and a plan for compliance with Sections 503 and 504 of the Rehabilitation Act and the Americans with Disabilities Act, as amended.
- (g) The Service Provider shall develop and keep on premises its policy

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on sex discrimination and a written plan for compliance with Title VII of the Civil Rights Act and the Equal Pay Act of 1963, as amended.

- (h) The Service Provider shall submit a list of current officers and board members and notify the Agency of any changes in membership.
- (i) The Service Provider shall develop and submit a conflict of interest policy which should include the following provisions: (1) Using official positions for the purpose of private gain is prohibited. This pertains to any person who is an employee, elected agent, consultant, officer, or appointed/elected official of a recipient program receiving funds or of any designated public agency or sub-recipient. (2) No person who exercises any functions or responsibilities in publicly funded activities may obtain a personal or financial interest or benefit from the activity other than by receipt of a salary. This also applies to those with whom they have family or business activities, during their tenure or for one (1) year thereafter. (3) To avoid even the appearance of Conflict of Interest, the Service Provider should know the members and directors of organizations with whom they conduct business.
- (j) The Service Provider shall develop and maintain a written plan for compliance with the Drug Free Workplace Act of 1988.
- (k) Employees of the Service Provider, including the Executive Director and any employees having direct contact with clients, shall have evidence in their personnel files that an Ohio Bureau of Criminal Identification and Investigation (BCI&I) criminal background check was completed as a condition of their employment with the Service Provider.

14. **Compliance with Laws, Policies and Procedures Manual**

- (a) The Service Provider acknowledges that this contract/grant is a "sub-grant" as defined in 45 CFR Part 74, 74.3. The Service Provider shall comply in all respects with 45 CFR Part 74 and shall cooperate with and assist the Agency in meeting its obligations hereunder.
- (b) The Service Provider shall obtain and maintain all necessary licenses and permits and comply with all federal, state, and local laws and ordinances concerning health and safety.
- (c) The Service Provider shall comply with all local, state and federal laws and regulations including the filing, payment and withholding of local, state and federal taxes, retirement and other such requirements as may be on employers. No later than thirty (30) days after receiving the Notice of Intent to Award Funds from the Agency, the Service Provider shall provide proof of (1) State and federal identification number; and (2) Exemption from federal income tax number pursuant to (501)(c)(3).
- (d) The Service Provider shall submit to the Agency a copy of Federal Form 990 - "Return of Organizations Exempt from Income Tax" and Federal Form 990T - "Exempt Organizations Business Income Tax Return," where applicable, for the previous year.
- (e) The Service Provider shall comply with all established service standards and other policies and procedures applicable to the provision of services contracted for between the Agency and the Service Provider. The Agency's Policy and Procedures Manual shall be the formal document containing all service specifications and policies and procedures pertaining to contracted services and Service Provider relations and responsibilities to the Agency.

15. **Attendance, Meetings, Travel**

The Project Director and appropriate staff person(s) are required to attend any conferences, meetings and training sessions sponsored by the Agency, unless specifically exempted.

- (a) To avoid duplication, the Service Provider is responsible for coordinating and notifying the Agency of all area wide training events.
- (b) Recreational travel such as acting as a tour or travel guide provided as a bonus by a travel agency as compensation for organizing trips cannot be accepted under this contract/grant. Vacation, compensatory time, etc. may be taken at the discretion of the Service Provider's Board of Directors for these purposes.

16. **Publicity**

The Service Provider shall assume the primary responsibility for publicizing services, in order to assure that persons in the service area are aware of the availability of said services. All publicity initiated for the project shall be submitted in advance to the Agency, if possible. The Agency shall be listed as a sponsor of the project on all publicity pertaining to the project.

17. **Covenants of the Agency.**

- (a) If requested in writing, the Agency will provide technical assistance to the Service Provider in preparing the reports required hereunder.
- (b) The Agency reserves the right to de-obligate after September 30, of the Term any funds which it believes will not be expended by the end of December 31 of the term.

18. **Defaults and Remedies.**

- (a) The Service Provider shall be in default under this contract/grant upon the occurrence of any of the following events of default: (1) The Service Provider fails to perform any term or condition of this contract/grant or any other contract/grant or agreement between the Agency and the Service Provider; (2) The Service Provider fails to meet service levels as described on the Contract Summary form E2a. (3) Any of the Assets is damaged or destroyed and such damage or destruction is not covered by insurance; (4) The Service Provider becomes insolvent, a petition in bankruptcy is filed by or against the Service Provider, the Service Provider makes an assignment for the benefit of creditors, or a receiver is appointed on behalf of the Service Provider; (5) The Service Provider submits fraudulent reports to the Agency or misappropriates funds provided by the Agency for services under this contract/grant; or (6) Receives a qualified opinion, an adverse opinion or a disclaimer of opinion on financial statements examined by independent auditors.
- (b) Upon the occurrence of an event of default, the Agency may: (1) Terminate the contract/grant in whole or in part in accordance with 45 CFR 74.115; (2) Suspend the contract/grant in whole or in part in accordance with 45 CFR 74.114; and/or (3) Pursue any other remedy at law or in equity.

19. **Hearing Procedure for Appeal of Adverse Action:**

The Agency shall provide an opportunity for a hearing to any Service Provider whose contract/grant is terminated or not renewed, except as provided in 45 CFR, Part 74, Subpart M (See Appendix), and item 17 of the above.

- (a) If a Service Provider wants a hearing, a request must be filed in writing with the Agency within thirty (30) days following its receipt of the notice of the adverse action detailing the specific complaint of the Service Provider.

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- (b) The Agency will acknowledge, by letter, the receipt of the appeal.
- (c) The Agency and the Service Provider have ten (10) working days to resolve the appeal informally by negotiation.
- (d) If no informal remedy is made within ten (10) working days, the Agency will conduct hearing procedures. An Appeals Officer will be designated by the Agency to conduct the hearing procedures.
- (e) The Agency will notify all of the parties involved of the hearing date, time and location by certified letter signed by the Executive Director of the Agency. The hearing procedures will be completed within one hundred twenty (120) working days of the original receipt of the appeal by the Agency.

20. **Notices Regarding Appeals**

Any notices required or permitted hereunder shall be sent by certified mail, return receipt requested, with postage prepaid, to the address set forth above or to any address to which the sending party has received notice. All notices shall be effective, regardless of whether or not received, on the earlier of actual receipt or two days after mailing in accordance with this paragraph.

21. **Miscellaneous**

- (a) This contract/grant may only be amended by an instrument in writing executed by the Agency and the Service Provider.
- (b) This contract/grant shall be governed by and in accordance with the policies of the Agency, ODA, AOA, the Older Americans Act and implementing regulations, and the laws of the State of Ohio and any other applicable local and federal laws.

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- (c) These conditions and the Notification of Grant/Contract Award constitute the agreement of the parties and it shall be binding upon and inure to the benefit of the Agency and the Service Provider and their respective heirs, executors, administrators, personal representatives, and permitted assigns.
- (d) If any provision of this contract/grant is held to be invalid or unenforceable, that holding shall be without effect upon the validity and enforceability of any other provision of this contract/grant.
- (e) Headings are inserted for convenience and reference only and are not to be construed in the construction or interpretation of any provision of this contract/grant.
- (f) The Service Provider shall not assign, in whole or part, any of its rights under this contract/grant. The Service Provider shall not delegate or subcontract any of its duties under this contract/grant without the prior written consent of the Agency.
- (g) Service Providers may not engage in activities which constitute a "Conflict of Interest," or violate applicable standards of professional and business ethics, as defined under the Ohio Revised Code and any other local, state and federal laws related to the Older Americans Act and state funded programs.
- (h) No Service Provider shall use his authority, influence through gifts or other such means, to secure business from clients or employees of the Agency.
- (i) Service Providers shall not actively recruit or hire employees or former employees of the Agency, for a period of at least one year from the last day of departure from the Agency.

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- (j) Service Providers shall not knowingly recruit or solicit clients or staff from other Agency Service Providers.

22. Records and Reporting

The Service Provider is required to submit to the Agency quarterly program and financial reports for the immediate preceding quarter, not later than the fifth working day in the months of April, July, October and January. The quarterly program reports shall contain such information and such documentation of the services as may be required by the Agency.

The Service Provider is required to submit a final financial report to the Agency not later than thirty (30) days after the end of the program year. The final financial report shall contain such information and such documentation as may be required by the Agency.

Every Service Provider contracted with the Agency will be responsible for the completion and submission of the following records and reports:

- a. Social Services Quarterly Report (OASIS): program and fiscal report by service;
- b. Monthly Request for Funds;
- c. Annual Report on Levy Funds Expenditure;
- d. Other reports as requested by the ODA and the Agency.

23. Communications with the Agency are to be made as follows:

- a. Official correspondence and policy questions - **Executive Director**;
- b. Applications, budget revisions, contracted services and service levels, additional funding and vehicle information, SAMS, OASIS,

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Quarterly, and annual Lucas County Senior Services Levy
Summary Reports - **Planning and Program Development
Department;**

- c. Fiscal Reports and Request for Funds (for services delivered) -
Fiscal Department;
- d. Nutrition Service Providers - all correspondence to **Director of
Nutrition.**

24. **Final Acknowledgement of Contract Responsibilities**

By signing and returning the NGA portion of the contract, the Service Provider assures compliance with the conditions and with all local, state, and federal regulations, rules and conditions governing the funds to which they are attached. Further, the Service Provider certifies that they have the authority to enter into the agreement and assume responsibility/liability for compliance. This Contract is subject to revisions, and other modifications, with or without notice, as deemed necessary. As the sub-contractor or sub-grantee, it is understood that Agency has the right to terminate this Contract as specified in the aforementioned conditions.