

CONTRACT

For The Administration and Conduct of Sub-grant of a Community Service Block Grant

Between

The Economic Opportunity Planning Association of Greater Toledo, Inc.

And

ONYX, Inc.

AGREEMENT

This AGREEMENT, entered into as of the First day of June 2009, by and between the Economic Opportunity Planning Association of Greater Toledo, Inc. (hereinafter referred to as the Agency), having its principle office in the City of Toledo, Lucas County, Ohio and ONYX, Inc., non-profit corporation (hereinafter referred to as the Contractor), having its principle office in the City of Toledo, County of Lucas, State of Ohio.

WHEREAS, the Agency has received a grant under subtitle 3 of the Omnibus Reconciliation Act of 1981 of the funds from the Community Service Block Grant/ARRA Funding (hereinafter referred to as CSBG)

WHEREAS, the agency will provide CSBG/ARRA funds in the amount of **\$50,000.00** to the Contractor to carry out a work plan which includes testing and outcome measures within the constraints of a budget, all approved by the agency and incorporated in the agreement as Exhibits A and Exhibit B.

WHEREAS, the contractor will carry out the work plan during the period commencing August 1, 2009 through December 31, 2009.

WHEREAS, the Board of Trustees of the Agency has authorized its Executive Director to enter into this agreement.

NOW FOR GOOD CONSIDERATION of the foregoing, the Agency and the Contractor mutually agree as follows:

1. PROVISION OF PROGRAM SERVICES

The Contractor shall deliver CSBG funded services to any eligible person residing in Lucas County or homeless and seeking residency in Lucas County.

2. ELIGIBILITY FOR PROGRAM SERVICES

The contractor acknowledges that a county resident eligible for CSBG/ARRA funded services will have a total gross household income that is no more than 200 percent of the current Federal Income Poverty Guidelines. Income will be determined on the basis of the ODOD Definition of Income as provided in the Community Services Block Grant Plan for the State of Ohio.

The income eligibility of county residents or homeless seeking residency is to be determined by calculation of all qualifying income for all qualifying household members for a period of 12 months or 90 days prior to the date of their request for program services, whichever calculation serves to qualify the service seeker or advance the provision of benefits. The Contractor may request that the Agency provide for its use, the Ohio CSBG Plan or other documentation of income eligibility standards, at any time during the contract period.

3. DISCRIMINATION

No person shall be subjected to discrimination, under any program or activity funded in whole or part with funds made available under this contract, on the grounds of race, color, national origin, sex or age. With the exception of eligibility standards included herein, all persons seeking program services will be given equal opportunity for participation in and the benefits of CSBG/ARRA funded services.

The Contractor shall give an equal opportunity to all persons seeking employment in CSBG funded programs.

4. APPEAL Procedures

The Contractor shall provide for an appeal procedure for any persons disagreeing with the contractor on the determination of their eligibility for CSBG funded services or the method of the provision of the CSBG/ARRA funded benefits. The appeal procedures must acknowledge the persons right to appeal to the Agency, and must be publicly displayed on the premises where the Contractor will deliver CSBG/ARRA funded services. A copy of the appeal procedures must be forwarded to the Agency within sixty (60) days of execution of this Agreement.

5. PERFORMANCE RECORDS

The Contractor shall submit monthly reports of work plan progress to the Agency no later than the 5th business day of each month documenting all accomplishments made in the previous month. The Contractor shall include in its report all characteristics of the recipients of CSBG funded services as required for inclusion in the national CSBG Information Survey. Contractor shall show measured outcomes in their report consistent with the outcomes of the Economic Opportunity Planning Association (EOPA) Case Management System.

The Contractor shall maintain the right to develop its own methodology and forms for reports, except that work plan progress to be reported on the OCS Forms 304-311, revised as necessary and provided by the Agency.

The Contractor and its Board members shall make all program progress and performance records available for review by authorized personnel of Ohio Department of Development and the Agency.

6. ADMINISTRATION OF CSBG/ARRA FUNDS

The Contractor shall make appropriate records, documents, papers and books relating to program services and the expenditure of CSBG/ARRA funds available to the Agency, the Ohio Department of Development, the Secretary of the Department of Health and Human Services, and the Comptroller General of the United States, or any duly authorized representatives or agency of these, for examination or duplication upon request.

7. AVAILABILITY OF FISCAL RECORDS

The Contractor shall cooperate with examiners of the Ohio Department of Development, and Auditor of the State of Ohio, and the Agency to make all fiscal records available for inspection upon request by authorized personnel.

To comply with regulations of the Ohio Department of Development of the U.S Department of Health and Human Services, and to monitor fiscal accountability, the Agency shall have the right to require an independent audit of the CSBG/ARRA funds administered by the Contractor.

8. INDEPENDENT CONTRACTOR

The Agency and the Contractor agree to cooperate in administration and conduct of a work plan to provide services to Lucas County residents in accordance with the Community Service Block Grant Plan for the State of Ohio. The Contractor is deemed an independent contractor and is not an employee, partner, or agent of the Agency.

9. POLITICAL ACTIVITIES

Employees of the Contractor, compensated with CSBG/ARRA funds, will not engage in political activities prohibited by Chapter 15 of the Title V of the United States Code (Hatch Act). Employees of the Contractor will refrain from any activities to provide voters and prospective voters with transportation to polls or to provide similar assistance in connection with an election or any voter registration activity in accordance with 675(C)(6) and (7) of the Omnibus Budget Reconciliation Act of 1981.

10. BUDGET

The Contractor shall not incur costs which are not provided for in the approved budget included in this agreement as Exhibit B.

- A. In the event that the Contractor spends 5 percent above the amount in any Line item in the approved budget, the Agency may withhold any additional funds under this contract until the Contractor provides adequate assurance to the Agency of its ability and intention to maintain expenditures within approved budgetary limits.
- B. The budget may be revised or amended by the Contractor by submission of a written request to the Agency. The Agency's written approval of the revision or amendment is required prior to expenditure of any amount as requested in the revision or amendment.
- C. In the event that the Agency's approved level of funding from ODOD is reduced, the Agency may amend this agreement upon five (5) days notice to the Contractor.
- D. No funds shall be released to the Contractor for expenditure on any item not included in Exhibit B or an approved revision or amendment of Exhibit B.
- E. The Contractor shall submit to the Agency a financial statement and supporting documentation to request reimbursement of funds expended for the conduct of activities in Exhibit A, no later than the 5th business day

following the month in which expenditures were made. The Agency shall provide appropriate forms for the submission of the financial statement and request for reimbursement of funds. The Agency will train employees of the contractor to complete the required forms within 15 days of receipt of a written request from the Contractor.

- F. No funds shall be released to the Contractor unless all program progress reports, financial statements, and other reports required by the Agency are received as required under the terms of this Agreement.

11. INVENTORY OF EQUIPMENT

- A. It is agreed that all personal property (telephone systems, desks, typewriters, and the like) owned by the Agency, but on the premises of the Contractor as of the date of the commencement of this Agreement, shall remain the property of the Agency. The Agency may request a complete inventory of such property at any time during the first sixty (60) days of commencement of this Agreement.
- B. It is agreed that the Contractor shall not dispose of any personal property owned by the Agency by trade-in, sale, or donation without the written consent of the Agency. It is further agreed that a complete inventory, as agreed in paragraph 11A, shall list all personal property ever owned by the Agency but in the use of the Contractor, its current condition, location, and the status of each item.
- C. The Contractor agrees that all equipment and personal property with a purchase value of \$500.00 or greater, purchased with funds provided under this Agreement, shall be purchased in accordance with ODOD regulations and included in the inventory as agreed in paragraph 11 A.

The inventory records shall consist of:

1. A copy of the bids or cost benefits analysis (if required);
 2. A copy of the purchase order;
 3. A complete description of the item, included but limited to, the size, color style, manufacturer's serial number, purchase price, and quantity;
 4. And, any other information which the Agency deems necessary and provides written notice of the necessity to the Contractor.
- D. The Contractor shall deliver records of Purchase described in paragraph 11 C to the Director of Administration of the Agency within five (5) business days after the Contractor receives delivery of the equipment or personal property.

12. PURCHASING PROCEDURES

The Contractor shall comply with purchasing procedures established by the Ohio Department of Development, in addition to any requirements included in paragraph 11 C, when purchasing any item funds provided under this Agreement. Upon receipt of a written request, the Agency will deliver these procedures to the Contractor.

13. INSURANCE

A. The Contractor shall maintain a policy of casualty insurance on all equipment and personal property referred to in paragraph 11 A-D of this Agreement and said policy shall include the Agency as an additional insured. A certificate of such insurance shall be provided to the Agency within sixty (60) days after the commencement of this Agreement.

B. The Contractor shall maintain a general liability insurance policy and shall include the Agency as an additional insured on such policy. A certificate of such insurance shall be provided to the Agency within sixty (60) days after commencement of this Agreement.

C. All employees of the Contractor who will handle program funds, and/or will be responsible for the security and control of program funds provided under this Agreement, shall be covered by a surety bond of at least \$50,000 per individual employee. Certification of bonding shall be provided to the Agency within sixty (60) days after the commencement of this Agreement.

14. TRAVEL EXPENSES

The Contractor shall comply with the travel regulations imposed by the Ohio Department of Development, as administered under the policies of the Agency, when expending CSBG/ARRA funds for local travel, out-of-town travel, and out-of-state travel. The Agency will provide the travel regulations and policies to the Contractor upon request.

15. PUBLICITY

The contractor agrees that all public notices, and any publicity or information about the CSBG/ARRA funds services, shall include the statement "This program is made possible by a grant from the Economic Opportunity Planning Association of Greater Toledo, Inc. through the State of Ohio's Community Services Block Grant."

16. THIRD PARTY CONTRACTS

A copy of any consideration between the Contractor and a third party, with exception as provided in paragraph 11 A-d, contingent upon the payment of funds provided under this Agreement must be submitted to the Agency for approval prior to the Contractor entering any contracts or agreements with the third party.

17. LIABILITY

The Contractor agrees to defend, indemnify, and save harmless the Agency from any claim, action, liability or suit, including attorney fees, resulting from or in any way connected with the Contractor's administration and conduct of the work plan and budget included in this Agreement as Exhibits A and B respectively, irrespective of the cause or causes of the loss, cost, damage, or expense.

It is understood that the Agency assumes no responsibility for the conditions of employment with the Contractor or the actions of the employees of the Contractors.

The Agency and the Contractor agree to save harmless the State of Ohio, Ohio Department of Development, from any claim, liability or suit, including attorney's fees, resulting from or in any way connected with its approval of this Agreement irrespective of the cause or causes in relation to the performance of the parties and the negotiations to the Agreement. It is understood that the Ohio Department of Development allows for the delegation and purchase of services by the Agency to or from other providers, but does not assume responsibility for the process nor the terms contained within this contractual Agreement. Specifically, within the contingency for approval it is not implied that the Ohio Development assumes responsibility for any conditions of employment or the actions of the board members or employees of the Contractor or the Agency.

18. UNAUTHORIZED USE OF CSBG FUNDS

The Contractor shall repay the Agency, for repayment to the Ohio Department of Development or the United States, amounts found not to have been expended in accordance with the authorized use of CSBG/ARRA funds. Upon written request the Agency shall provide the Contractor with all regulations provided to the

Agency by the Ohio Department of Development which are pertinent to the determination of authorized or unauthorized use of fund, and any changes or new regulations as provided to the Agency by the Ohio Department of Development.

19. COMPLIANCE WITH ODOD STANDARDS

The Contractor shall comply with all of the same CSBG/ARRA assurances, programmatic performance standards, and fiscal accountability standards as included in the Grant Agreement between the Agency and the Ohio Department of Development. The Agency shall provide for the contractors information, a copy of the 2008 Grant Agreement as executed between the Agency and the Ohio Department of Development.

20. CORPORATE STATUS

The Contractor shall maintain its non-profit corporate status in compliance with the State of Ohio's regulations during the term of this Agreement. The Contractor shall maintain its status as a corporation exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code, and a public charity under Section 509(a) of the Internal Revenue Code.

Any change in the corporate status of the Contractor during the term of this Agreement shall be cause for the termination of this Agreement.

21. VIOLATIONS

The Agency shall have the right to terminate funding of all or any portion of the work plan included in this Agreement as Exhibit A in the event of the Contractor's violation of any applicable federal or state law or regulation, or in the event of a breach of the terms of this Agreement.

Failure to perform the work plan or provide evidence of agreed outcomes for measurement shall constitute a breach of the terms of this Agreement.

22. CONTINGENCIES

This Agreement shall be contingent upon the following:

- A. Approval by the Ohio Department of Development;
- B. Termination of any prior agreements between the parties.

23. CONFLICT OF INTEREST

The Contractor shall disclose any and all conflict of interest which its board members or employees may have with the Agency. In the event that the Agency identifies any conflict of interest not disclosed by the Contractor this Agreement shall be voided or terminated at the option of the Agency.

An employee's conflict or interest for purposes of this section is defined in the Personnel Policies and Procedures of the Agency. The Contractor agrees that it will hold its employees accountable for compliance with this policy.

Conflict of Interest by members of the Board of Trustees of the Contractor shall, for the purpose of this section, be defined as the existence of a relationship between any member of the Board of Trustees of the Contractor and any member of the Board of Trustees of the Agency, whereby such board members have financial or personal interest in this Agreement (see R.C. 1702.301).

WITNESS WHEREOF, the Agency and the Contractor have executed this Agreement in triplicate, each of which deemed to be an original as of the first written above.

AGENCY:
Economic Opportunity Planning
Association of Greater Toledo, Inc.

CONTRACTOR:
ONYX, Inc.

BY: _____
James H. Powell, Executive Director

BY: _____
Agency Representative

DATE: _____

DATE: _____

ATTEST: _____

ATTEST: _____

Exhibit A

Work Plan

This work plan begins as of the 1st day of July 2009.

The Contractor shall, a satisfactory and proper manner as determined by the Agency, perform the following: Work plan for outcomes.

- A. Provide services to youth in the form of employing youth performing landscaping duties in the City of Toledo, Ohio.
- B. Provide these services in a high concentration of urban, low-income areas in the City of Toledo to be determined in conjunction with E.O.P.A.
- C. The Contractor shall commence services in this contract on the 1st day of July, 2009.
- D. The Contractor shall maintain such records and accounts, including receipts of rental items, such as payroll, equipment and supplies as deemed necessary by the Agency. These records should be retained for at least three (3) years for audit purposes.
- E. Compensation
It is expressly understood and agreed that in no event will the total amount to be paid by the Agency to the contractor under this contract exceed **\$50,000.00** for full and complete satisfaction.
- F. The Contractor shall submit quarterly reports to measure progress to the Development Planner.
- G. Client Eligibility
Clients participating and receiving services must meet the low-income standards. Client's (Parents) in-take sheets for at least 100% of participants.

