

**RESOLUTION ACCEPTING PROJECT FUNDING AGREEMENT WITH DIRECTION HOME OF EASTERN OHIO, INC. DESIGNEE OF OHIO DEPARTMENT OF AGING FOR OLDER AMERICANS TRANSIT FARE ASSISTANCE FOR THE ASHTABULA COUNTY TRANSPORTATION SYSTEM**

WHEREAS, Carol Lennon, Ashtabula County Transportation System, has presented the Directions Home of Eastern Ohio, Inc. designee of Ohio Department of Aging. agreement for Older Americans Transit Fare Assistance for the approval of the Board, to-wit:

**Scope of Agreement:** To provide persons sixty years of age or older and their spouses, regardless of age, living in Ashtabula area with Transportation service(s) in cooperation with Area Agency, State Agency, and the United States of America, and in conformity with the programs instituted and funded by them for the benefit of older Americans.

**Provider of Grant Funds:** Directions Home of Eastern Ohio, 5555 Youngstown-Warren Rd., Suite 2685, 2<sup>nd</sup> Floor, Niles, OH 44446

**Computation of Grant:**

Title III-B	\$21,216.00
Title III-D	.00
Local Cash	\$5,621.00
Local In-kind	.00
Program Income (estimate)	.00
Cost Share	.00
Block Grant AIL	.00
Block Grant/Home Repair	.00
Block Grant/Transportation	\$16,256.00
Other State	.00
Other Resources	.00
Total	<u>\$43,093.00</u>

Service	Title III Block Grant Unit Rate	Contract Maximum Amount	# of Units
Transportation	\$8.96	\$37,472.00	4,182

**Grant Period:** retroactive to January 1, 2023 through December 31, 2023; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the above agreement is approved in accordance with a copy of said agreement on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2023-107

February 14, 2023

**RESOLUTION ACCEPTING PROJECT FUNDING AGREEMENT WITH DIRECTION HOME OF EASTERN OHIO, INC. DESIGNEE OF OHIO DEPARTMENT OF AGING FOR OLDER AMERICANS TRANSIT FARE ASSISTANCE FOR THE ASHTABULA COUNTY TRANSPORTATION SYSTEM**

Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

**VOTE:**

Casey R. Kozlowski  
Kathryn L. Whittington  
J.P. Ducro IV

Aye  
Aye  
Aye

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



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Lisa Hawkins, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

### PROJECT FUNDING AGREEMENT

This PROJECT FUNDING AGREEMENT ("Agreement"), made this 2<sup>nd</sup> of December 2022, is by and between Direction Home of Eastern Ohio, Inc., Designee of Ohio Department of Aging, (hereinafter called "Area Agency", and "State Agency", respectively and the Ashtabula County Commissioners (hereinafter referred to as "Grantee").

- I. Grantee agrees to provide persons sixty years of age or older living in Ashtabula area with **Transportation** service(s) in cooperation with Area Agency, State Agency, and the United States of America, and in conformity with the programs instituted and funded by them for the benefit of older Americans.
- II. Grantee has submitted its proposal dated **October 4, 2022** (the "Proposal") to provide **Transportation** service(s), which programs have been reviewed and approved by the Area Agency.
- III. The Area Agency, pursuant to provisions of the Older Americans Act, as the same has been or may be amended from time to time, and subject to receipt of funds from State Agency provide funding (the "Grant") to the Grantee from the Project upon the terms and conditions as set forth herein calculated as follows:

<u>CFDA #</u>	Computation of Grant	
93.044	Title III-B	21,216.00
93.043	Title III-D	-0-
	Local Cash	5,621.00
	Local In-kind	-0-
	Program Income	-0-
	Cost Share	-0-
	Block Grant AIL	-0-
	Block Grant/Home Repair	-0-
	Block Grant/Transportation	16,256.00
	Other State	-0-
	Other Resources	-0-
	<b>Total</b>	<b>\$43,093.00</b>

1. The Grantee understands that earning of Title III and State Block Grant funds under this contract shall be based on the total number of units provided multiplied by the following unit rates, up to the total amount allocated to each service as described in the Contract Amount.

Service	Unit Rate	Contract Amount	Maximum Number of Units
Transportation	\$8.96	\$37,472.00	4182

2. Receipt of federal and state funds by Grantee does not constitute earning of such funds. Only those funds expended by Grantee in compliance with Area Agency guidelines will be considered earned funds. All unearned funds must be returned to Area Agency at the end of the Program Period (as defined below). The federal share of each Program's cost is earned and payable only when the cost therefore is accrued and the Non-Federal Share (as defined below) of the cost has been received by Grantee. No expense incurred prior to the Effective Date of the Program Periods of this Agreement shall be charged to the Programs covered by this agreement. In the event there exists an accumulation of federal monies from any prior funding period which has not been returned to the Area Agency, such unearned and/or unencumbered federal monies shall be credited against the Grant Option of the Program award for this Program Period. Other resources and Project Income shall be received and disbursed by Grantee in the amounts shown above.
3. The Grant, and all parts thereof, shall be expended in conformity with Grantee's submitted Assurance of Compliance, Form AOA-441, and related documents outlining the program proposal, the performance and execution which is the consideration for this grant. The program shall be implemented according to the procedures and guidelines as stated in the Older Americans Act and its comprehensive amendments of 1978 and subsequent amendments thereto, and further in conformity with and according to, such other applicable laws, rules, regulations, policies, procedures, food service specifications, and directive enacted or promulgated by the United States, State Agency or Area Agency, all of which shall be considered to be incorporated herein, and made a part thereof.

IV IT IS FURTHER UNDERSTOOD AND AGREED BY THE GRANTEE THAT:

1. Definitions, as used in this Agreement, the following capitalized terms shall have the means set forth below:  
"EFFECTIVE DATE" means **January 01, 2023**.  
"PROGRAM PERIOD" means the period commencing on the Effective Date and ending on the Termination Date.  
"NON-FEDERAL SHARE" means, for any Program, the portion of the total Program budget which must be funded by the Grantee.  
"TERMINATION DATE" means **December 31, 2023**.
2. Grantee shall, at all times, comply fully with the requirements of Section 504 of the Rehabilitation Act of 1973, as the same shall be amended from time to time, both as to employment of the services to the handicapped.
3. All funds received by Grantee, including the Grant, Project Income and Grantee's Share are to be expended by Grantee in accordance with the Proposal and amendments therein, and with all applicable laws, rules, regulations, policies and procedures of Title III of The Older Americans Act, The United States, The Administration on Aging in the U.S. Department of Health and Human Services, State Agency, and Area Agency, all of which are incorporated herein by reference and made a part hereof. All Project Income, grant award funds, receipts from other sources, including the in-kind resources, must be accounted for and used or expended in compliance with all federal, state and Area Agency guidelines.
4. Any proposed changes or modifications in the Proposal as approved, or the Approved Program Budget for each Program, including, but not limited to, deletions, transfers, or additions, shall be submitted in writing by Grantee to Area Agency, C/O Chief Financial Officer. Upon notification by Area Agency, in writing, of its approval of such changes or modifications, in the Proposal as approved, the same shall be deemed incorporated in and become part of this Agreement. Area Agency may, in its sole discretion, transfer funds between sources for each Grant.
5. No term, covenant or condition of this Agreement shall be waived except in a writing signed by a duly authorized representative of Area Agency, and such waiver shall not affect Grantee's obligation to subsequently comply with said term, covenant or condition, or any other term, covenant or condition of this Agreement. Any forbearance or indulgences by Area Agency in any respect whatsoever shall not constitute a waiver of any other term, covenant, or condition to be performed by Grantee. Area Agency shall be entitled to invoke any remedy available to it under this agreement, or by law, despite any such forbearance or indulgence.
6. Grantee shall submit to Area Agency and/or State Agency complete and accurate reports, records, documents, information and data pertaining to fiscal matters, Program objectives and activities which each may request. All such documents, information, data, reports and records shall be filed with Area Agency and/or State Agency on or before their due dates including the accurate and timely documentation into the Wellsky Aging and Disability systems as required. Grantee shall also file with Area Agency a Monthly Fiscal Report. The Monthly Fiscal Report for each calendar month of the Project Period shall be submitted on or before the fifth (5<sup>th</sup>) day of the following month.
7. The Grants awarded herein by Area Agency to grantee may be terminated, in whole or in part, at any time for violation by Grantee of any term or requirements of this Agreement, including but not limited to, fraud, noncompliance with reporting requirements, or unauthorized deviation from the terms of the Proposal.
8. Grantee may enter into a third-party contract to accomplish the intent and purpose of this Agreement only after the proposed third-party contract has been approved by Area Agency in writing. After approval, Area Agency shall be furnished a copy of any such third-party contract within ten (10) days of execution of such contract and such contract shall be the same as that approved by Area Agency.
9. Area Agency shall monitor Grantee's program, its objectives and implementation, as in accordance with the guidelines and directives of the State Agency and in conformity with federal regulations and guidelines established under the Older Americans Act, as amended. Further, as part of its monitoring activities, the Area Agency will provide procedures to correct non-compliance with this Agreement or any applicable law, incorporated in the Area Plan developed by the Area Agency. The Grantee shall comply with such corrective measures that may be required and/or directed by Area Agency to fully and completely carry out the intent and purpose of the Older Americans Act, as amended and regulations and provisions issued by the Administration on Aging, Department of Health and Human Services, to implement Title III of the Older Americans Act, as amended. Failure to comply will result in termination of this Agreement.
10. Area Agency agrees to receive Grant funds, and so long as grantee is in compliance with this Agreement, to disburse such portion of those funds as Grantee shall be entitled to receive pursuant to this agreement as the same may be revised from time to time. Disbursements of funds by Area Agency to Grantee shall be made following receipt and approval of Monthly Fiscal Reports, receipt of funds from State Agency, and compliance with the terms and conditions of this Agreement. Payments to provider will be based on actual number of units reported on Monthly Fiscal Reports. Area Agency reserves the right to reduce or de-obligate either or both of the grantee's Program upon ten (10) day written notice in the event of any de-obligation or reduction of federal or state funds from State Agency to Area Agency.
11. Grantee assumes sole responsibility for any and all liability which may occur in connection with any of the services, operations, or activities which it performs or provides in connection with the Programs, and further agrees to defend, indemnify and to hold harmless Area Agency, State Agency and their respective trustees, officers, directors, employees and agents, and all of their respective successors and assigns, from any and all

claims, demands, damages, including reasonable attorney fees, causes of action or liability which may, directly or indirectly, arise out of or occur in connection with such services, operations or activities performed by or on behalf of Grantee, performed by or on behalf of Grantee including, but not limited to, the services, operations or activities set forth in the Proposal.

12. The parties hereto mutually agree not to discriminate against any recipient, participant or potential beneficiary of the program because of age, race, color, religion, sex, national origin or physical handicap, race, color, religion, gender, gender identity, gender expression, sexual orientation, age, disability, national origin, military and veteran status, health status (including childbirth, lactation and related medical conditions, genetic information (including characteristics and testing) or ancestry or any other characteristics protected by applicable federal, state or local law. Grantee shall develop and implement an affirmative action plan to ensure that applicants are employed, and the employees are treated, during employment, without regard to age, race color, religion, sex, national origin or physical handicap and further agree to conform to all existing and forthcoming enactments or laws governing fair employment practices, wages and employee benefits. In addition, the grantee agrees to comply with Senate Bill 160, the Criminal Background Check law.

13. No officer, trustee, employee, agent or representative of Area Agency or of Grantee, and no other public official of the governing body of the locality or localities where the Project is being carried out, or who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to the Agreement which affects his or her personal interest, or the interest of any corporations, partnership or association in which he or she is directly or indirectly interested, nor shall any such person have any personal or pecuniary interest, directly or indirectly, in the Agreement of any of the proceeds or grants issued pursuant to this Agreement.

14. At any time during normal business hours, Area Agency and/or State Agency, or any of their duly designated representatives, or the General Accounting Offices of the United States, or any of its designated representatives, may audit and/or examine the books, records, accounts, and reports, of the Grantee. Excerpts or transcriptions may be taken of such books, accounts, reports, including but not limited to records, contracts, invoices, materials, property, payrolls, records of personnel, condition of employment and other data relating to any or all matters covered by the Agreement or arising there from. In any event, an independent audit shall be conducted for each grant period in accordance with State Agency and Area Agency audit procedures. Receipt of such audit report by Area Agency is a condition of continuation funding.

15. It is mutually agreed that any property, real, personal, or mixed, tangible or intangible, or however acquired as a result of any federal or state dollars, in whole or in part, and used directly or indirectly in the operation of this Project or related federal, state, regional or local projects shall be subject to continuing inventory control by Grantee and public property management procedures during its existence, as authorized by federal and state constitutions, federal and state statutes, or by the rules and regulations of the respective agencies of each, touching and concerning the management of public property; such property shall be subject to continuing indefeasible equitable interest, right of title, vested in the initial funding source or agency, its successors or assigns.

16. This Agreement shall automatically terminate on the Termination Date, however, either of the parties shall have the right to terminate the Agreement in whole or in part, at any time prior to the Termination Date, by giving the other party sixty (60) days written notice of such desire to terminate. An independent audit (the "Audit") shall be conducted by a C.P.A. firm acceptable to Area Agency at the termination of the Grant, and as a condition for continuation of funding for future Program Periods. Upon termination of this Agreement, all finished and unfinished reports required to be prepared by Grantee shall, at the option and direction of Area Agency, be delivered to it. Grantee shall not be relieved of liability to the Area Agency for damages or obligations sustained by it by virtue of any breach of this Agreement by Grantee as the result of the termination of this Agreement. Area Agency may, at its sole discretion at any time during the Program Period, withhold any payments due to Grantee hereunder for the purpose of insuring complete and timely satisfaction of Grantee's obligations hereunder, and to ensure sufficient funds are available to fulfill Grantee's obligation hereunder until such time as the exact amount due Area Agency from Grantee is determined and paid by Grantee.

17. The Audit will be performed by an independent outside auditor, at Grantee's sole cost and expense, and shall be performed in accordance with the General Accounting Office, circular A-133, "Audits or Institutions of Higher Education and Other Nonprofit Organizations" if applicable. If not applicable Grantee agrees to comply with the audit procedures established by the State Agency and Area Agency.

18. It is mutually agreed by the parties hereto that this Agreement may be modified, revised or amended only by a written Agreement signed by both the Area Agency and Grantee. Such modification, revisions, or amendments shall be incorporated into this Agreement by reference and made a part hereof. Any amendments to laws, rules, or regulations cited in this Agreement will result in a correlative modification to this Agreement without the necessity of executing a written amendment.

19. Grantee agrees to comply with Area Agency and State Agency conditions of participation, service specifications and any documentation requirements for unit rate services.

20. At any time during normal business hours, Area Agency and/or State Agency, or designated representative may review provider records to determine compliance with conditions of participation and/or service requirements.

21. Grantee agrees to remit back to Area Agency any funds paid to Grantee by Area Agency due to noncompliance with conditions of participation and/or service specifications and for units not documented as delivered and received by a client.

22. The Area Agency reserves the right to reduce or otherwise change the contract amount, including, but not limited to, State Block Grant and Title III of the Older Americans Act funds, Alzheimer's Respite Program, and Retired Senior Volunteers Program ("RSVP"), if it appears the Grantee will be unable to expend at least 90% or more of the Area Agency funds set forth in this agreement. At the end of the first quarter, Area Agency and the Grantee shall negotiate a contract change to reduce the amount of funding if the grantee has spent less than 15% of its contract. At the end of the second quarter, Area Agency, at its sole discretion, may reduce or otherwise change the funding amount of Grantee's contract if it has spent less than 40% of the total Area Agency contract amount. If DHEO intends to redistribute unearned funds to other providers, in the agreement, DHEO shall state that it may redistribute funds of a provider is not, in a timely manner, earning the funds it was awarded and if DHEO determines the provider is not, in a timely manner earning the funds it was awarded in the agreement

23. Grantee acknowledges and agrees that all vehicles purchased by Grantee with funds from the Area Agency must be returned to the Area Agency in the event the Grantee's agreement is not renewed by the Area Agency and/or the agreement is otherwise terminated by either party for any reason whatsoever. In such event, the vehicle will be delivered to the Area Agency with the signed Certificate of Title within ten (10) days following the non-renewal or termination of the agreement. Upon receipt of the vehicle and Certificate of Title, the Grantee will be paid the percentage of the local share it contributed towards the initial purchase of the vehicle based upon the then current loan value of the vehicle as set forth in the latest Central Edition N.A.D.A. Used Vehicle Guide.

24. If Rule 173-3-07 of the Ohio Administrative Code is applicable, Grantee agrees to implement a consumer cost-sharing policy as may be required under such rule and to allow and encourage voluntary contributions for services reimbursed with Older Americans Act funds under Section 315(b) of the Older Americans Act.

25. Grantee must comply with the following rules of the Ohio administrative code which maybe applicable to this Agreement 173-3-06.1 Adult Day Service, 173-3-06.2 Home Maintenance and Chores, 173-3-06.3 Home Repair, 173-3-06.4 Homemaker, 173-3-06.5 Personal Care, 173-3-06.6 Transportation, 173-4-05 Nutrition Projects, 173-4-11 Grocery Order and Delivery, 173-4-07 Nutrition Education, 173-4-08 Nutrition Health Screening, 173-4-09 Grocery Shopping Assistance. If a service is not specified in the above rules the Grantee agrees to comply with the State Agency specifications of the service containing a description of and conditions for providing the service.

26. Grantee agrees to satisfy the service needs of older persons with the greatest economic and social needs with particular attention to older persons who are low income, are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement.

27. Focal Points in Direction Home of Eastern Ohio, Inc. service delivery area:

Ashtabula: **Ashtabula County Council on Aging, Inc.**  
4148 Main Ave.  
Ashtabula Ohio 44004

**Country Neighbor Program**  
39 South Maple Street  
P.O. Box 212  
Orwell Ohio 44076

Trumbull: **Girard Multi-Generational Center**  
443 Trumbull Ave.  
Girard Ohio 44420

Mahoning: **Ohio Living Vivo Center**  
201 Wick Ave. 2<sup>nd</sup> Floor. Ste. C.  
Youngstown Ohio 44503

Columbiana: **Catholic Charities Regional Agency**  
**Ceramic City Senior Citizens Center**  
P.O. Box 5086, 600 E 4<sup>th</sup> Street  
East Liverpool Ohio 43920

28. Grantee agrees to cooperate with the Area Agency and State Agency, to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the President of the United States declares that the grantee's service area is a disaster area.

29. Grantee who is a mandatory reporter agrees to immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, once the Grantee has reasonable cause to believe a consumer is the victim of abuse, neglect, or

exploitation and has the consent of the consumer. DHEO shall require the provider to immediately report any reasonable cause to believe a consumer is a victim of abuse, neglect or exploitation to the local APS program in accordance with 5101.63 OCR.

30. Grantee agrees to document in consumer's file consumers repeated refusal to receive services, changes in the consumer's physical, mental, or emotional status, documented changes in the consumer's environmental conditions, or other significant documented changes to the consumer's health and safety. If the provider provides goods and services to a consumer that the DHEO case manages through a care coordination program, in the agreement, DHEO shall require the provider to notify DHEO of significant changes that may necessitate a reassessment of consumer needs for goods and services no later than one day after the provider is aware of repeated refusal to receive goods or services; changes in the consumer's physical, mental or emotional status; documented changes in the consumer's environmental conditions or other significant, documented changes to the consumer's health and safety.

31. Grantee is prohibited from using or disclosing any information concerning a consumer for any purpose directly associated with the provision of services, unless the grantee has documentation of the consumer's consent to do so.

32. Grantee is prohibited from using or disclosing any information concerning a consumer for any purpose not directly associated with the provision of services, even if the Grantee has the consumer's consent to do so.

33. Grantee agrees to comply with the criminal records check requirements under section 173.38 of the Ohio Revised Code and rule 173-9-01 of the Ohio Administrative Code.

34. Grantee agrees to return any funds received for providing services, if the provision of the services did not comply with the administrative code, the Ohio Revised Code, or any other law that regulates the grantee or the services provided.

35. Grantee agrees to store consumer records in a designated, locked storage space.

36. Grantee agrees to retain any record relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by the Area Agency and State Agency and for auditing by the state auditor, the inspector general, duly-authorized law enforcement officials, and the agencies of the United States government for a minimum of three years. If a record is monitored or audited, the grantee shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the provider to retain the record for more than three years.

37. If service under this Agreement is reimbursed by Older Americans Act funds, Grantee has a right to appeal a decision concerning this Agreement under 173-3-09 of the Ohio Administrative Code.

38. Area Agency may terminate this agreement without obligation if State Agency and/or Area Agency determine through the appeals process or through monitoring that his Agreement was entered into inappropriately.

39. Grantee agrees to comply with Executive Order 2010-09S Banning the Expenditure of Public Funds for Offshore Services.

40. This agreement is for the provision of goods or services paid with federal funds that the United States Department of Health and Human Services appropriated to the Ohio Department of Aging (ODA). ODA, in turn, allocated the federal funds to the area agency on aging. The agreement is subject to federal laws and rules, state laws and ODA's rules as required by OAC173-3-06(B)(1)(b).

41. If a federal, state, or local government regulatory authority prohibits the provider from providing the goods or services required by the agreement, the provider shall notify the DHEO of the disciplinary action, deem the provider to be ineligible to be paid with Older Americans Act funds for providing goods or services to consumers following the requirement of OAC 173-3-06(B)(5)(b).

42. DHEO may add requirements into an agreement in addition to the requirements in paragraphs A and B of this rule if the additional requirements do not conflict with any federal or state law.

43. Payment: In the agreement, DHEO shall describe how it shall pay the provider, including the amount and payment method.

44. Service Verification and records retention: in no agreement, DHEO shall prohibit a provider from using electronic systems to verify the provision of goods and services or to retain records.

45. Renewable and multi-year: If the agreement is renewable or covers a multi-year term, the agreement shall comply with rule 173-3-05.1 of the Admin. Code.

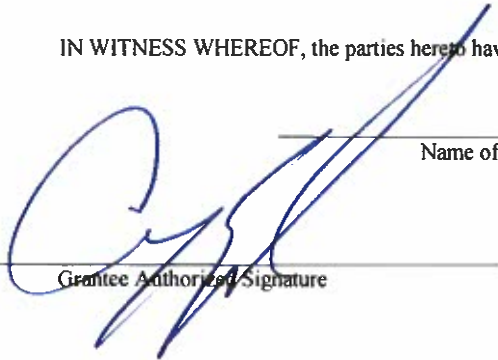
46. Significant Changes: If the provider provides goods and services to a consumer that the DHEO case manages through a care coordination program, in the agreement, DHEO shall require the provider to notify DHEO of significant changes that may necessitate a reassessment of consumer needs for goods and services no later than one day after the provider is aware of repeated refusal to receive goods or services; changes in the consumer's

physical, mental or emotional status; documented changes in the consumer's environmental conditions or other significant, documented changes to the consumers' health and safety.

47. The agreement shall comply with any rule in Chapter 173-3 or 173-4 of the Administrative Code regulating in general or the provision of specific goods or services being procured and shall comply with and additional state law governing or state rule regulating agreements.

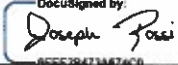
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

\_\_\_\_\_  
Name of Grantee

  
\_\_\_\_\_  
Grantee Authorized Signature

2-14-23  
\_\_\_\_\_  
Date

**Direction Home of Eastern Ohio, Inc.**

DocuSigned by:  
  
\_\_\_\_\_  
Joseph Rossi, Executive Director

2/13/2023  
\_\_\_\_\_  
Date