

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, Julie Carlo, 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, 2nd 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, 2025 through December 31, 2025; 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. 2025-84

February 11, 2025

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

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

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



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



**GRANTEE AGREEMENT
OLDER AMERICANS ACT TITLE III B, D**

This Grantee Agreement (“Agreement”), is entered into by and between Direction Home of Eastern Ohio, Inc. (hereinafter referred to as “Area Agency” or “Agency”), 1030 N. Meridian Rd. Youngstown, Ohio 44509, and Ashtabula County Commissioners (hereinafter referred to as “Grantee” or “Provider”). The purpose of this Agreement is to define the terms and conditions under which the Grantee is to furnish and bill for services.

The Agency and Grantee hereby agree to the following terms and conditions.

Article I: Statement of Work

1. This Agreement is for the provision of services paid with federal funds that the United States Department of Health and Human Services appropriated to the Ohio Department of Aging (“ODA” or “State Agency”). The ODA, in turn, allocated the federal funds to the Area Agency. The Agreement is subject to federal and state laws, rules, and executive orders with jurisdiction over the Agreement or any service procured through the Agreement.
2. As of the **EFFECTIVE DATE** (as defined below) of this Agreement, Grantee agrees to provide persons sixty years of age or older living in **Ashtabula county** with Program Services listed below-in cooperation with the 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 through the **TERMINATION DATE** (as defined below).
3. The Area Agency, pursuant to provisions of the Older Americans Act (“OAA”), as the same and amended from time to time and subject to receipt of funds from the State Agency provides funding (the “Grant”) to the Grantee for the Project upon the terms and conditions as set forth herein calculated as follows:

Computation of Grant		
CFDA #	Award	Amount
93.044	Title III-B	\$21,216.00
93.043	Title-III D	-
	Local Cash	\$5,621.00
	Local In-Kind	-
	Program Income	-
	Cost Share	-
	State Senior Community Services Block Grant AIL	\$16,256.00
	State Senior Community Services Block Grant/Home Repair	-
	State Senior Community Services Block Grant/Transportation	-
	Other State Funding	-
	Other Agency Resources	-
	Total	\$43,093.00

4. The Grantee understands that earning of Title III and State Senior Community Service 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

Program Service	Unit Rate	Contract Amount	Maximum Number of Units
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Transportation	\$8.96	\$37,472.00	4,182
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5. 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 the 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 Period of this Agreement shall be charged to the Program 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 award for this Program Period. Other resources and Project Income shall be received and disbursed by Grantee in the amounts shown above.
6. The Grant, and all parts thereof, including the Grant, Project Income, In-Kind and Grantee’s Cost Share are to be expended by Grantee in accordance with the Proposal and amendments submitted by the Grantee, which was utilized in the consideration of this Grant, and with all applicable laws, rules, regulations, policies and procedures of Title III of The Older Americans Act, 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.
7. The Area Agency reserves the right to reduce or otherwise change the contract amount, including, but not limited to, State Senior Community Service 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.
8. The Agreement shall comply with any rule in Chapter 173-3 or 173-4 of the Ohio Administrative Code regulating in general or the provision of specific goods or services being procured and shall comply with any additional state law governing or state rule regulating Agreements.

Article II: Service Delivery

1. The Grantee agrees to comply with Area Agency and State Agency conditions of participation, service specifications and any documentation requirements for unit rate services.
2. The Grantee is required to obtain authorization from the Area Agency before subcontracting any of its duties under the Agreement to another provider.
3. Grantee shall ensure proper documentation exists for any units of service furnished and invoiced by Grantee and any subcontractor(s), if applicable
4. Grantee agrees to enter the units of service into Wellsky Aging and Disability system (“Wellsky”) for each consumer which supports the units of service invoiced by the Grantee.
5. Grantee agrees to document the National Aging Program Information Systems (NAPIS) data elements into Wellsky for each consumer for the services Adult Day Care Service, Chore Service, Homemaker, Personal Care, Home Delivered Meals, and Congregate Meals.
6. 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.
7. Grantee agrees to return any funds received for providing services, if the provision of the services did not comply with the Ohio Administrative Code, the Ohio Revised Code, or any other law that regulates the Grantee or the services provided.
8. If Cost Sharing, OAC Rule 173-3-07: OAA Consumer Contribution 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. Voluntary contributions must be used to expand the services for which consumers contributed, and supplement OAA funds.

Article III: Payment

1. The Grantee shall file with the Area Agency a Monthly Fiscal Report, which shall be submitted on or before the tenth (10th) day of the following month.
2. Fiscal reports must be submitted monthly, unless agreed to in advance with the Agency.
3. Grantee shall ensure proper documentation exists for any units of service furnished and invoiced by Grantee and any subcontractor(s), if applicable
4. The Grantee must update Wellsky for the units of service requested on the monthly fiscal reports, including the input of all required NAPIS information, before disbursement will be made.
5. The Area Agency will disburse funds the Grantee is entitled to, pursuant to the Agreement, as the same may be revised from time to time, within 30 days following receipt and approval of monthly fiscal reports, receipt of funds from State Agency, review of Wellsky and compliance with the terms and conditions of this Agreement.
6. The Area Agency has the right to withhold payment if the units of service are not entered in Wellsky and NAPIS data is not updated.
7. The 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.

Article IV: Core Assurances for this Agreement

1. 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.
2. 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, 173-3-06.4 Homemaker, 173-3-06.5 Personal Care, 173-3-06.6 Transportation, 173-3-06.2 Home Maintenance and Chore, 173-3-06.3 Home Modification, 173-3-06.10 Legal Assistance, 173-3-06.13 Volunteer Management, 173-3-06.14 Disease Prevention and health promotion service, and 173-4-11 Grocery Ordering and Delivery. 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.
3. All expenses charged or allocated to this grant shall be reasonable, allowable and allocable to this grant, as those terms are defined by the United States office of Management and Budget ("OMB") for purposes of the federal grants awarded by the United States government.
4. Grantee is required to sign up for email updates on the ODA's rules on <https://aging.ohio.gov/wps/portal/gov/aging/see-news-and-events/subscribe/subscribe>.
5. 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.
6. The Parties agree that 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.
7. Grantee must immediately notify the local adult protective service (APS) program once the Grantee has reasonable cause to believe a consumer is a victim of abuse, neglect or exploitation, in accordance with section 5101.63 of the Revised Code.
8. Grantee agrees to notify the Agency of any significant changes of consumers that the Agency case manages through a care coordination program, that may necessitate a reassessment of consumer needs for goods and services no later than one day after the Grantee 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. If one day after falls on a weekend or legal holiday, the deadline is extended to the day immediately following “one day after” that is not weekend or legal holiday.

9. The Grantee must notify the AAA and the case-managed consumer in writing of the anticipated last day the provider will provide the service to the case-managed consumer no later than thirty days before the anticipated last day, unless the reason for discontinuing the service is the hospitalization, institutionalization, or death of the case managed consumer; serious risk to the health or safety of the provider; the case managed consumer's decision to discontinue the service; or a similar reason why the provider is unable to notify the AAA and the case-managed consumer thirty days before the anticipated last day. The provider shall also notify the case-managed consumer on how to reach a long-term care ombudsman. If the thirtieth day falls on a weekend or legal holiday, the deadline is extended to the day immediately after the thirtieth day that is not on a weekend or a legal holiday.
10. When hiring an applicant for, or retaining an employee in, a paid direct-care position, the Grantee is subject to section 173.38 Criminal Records Check rule of the Revised Code and Chapter 173-9 Criminal Records Check of the Administrative Code, or if self-employed, section 173.381 of the Revised Code and Chapter 173-9 of the Administrative Code.
11. If a federal, state, or local government regulatory authority prohibits the Grantee from providing the goods or services required by the Agreement, the Grantee shall notify the Agency of the disciplinary action, and the Agency shall simultaneous to the date of the regulatory authority discipline action, deem the Grantee to be ineligible to be paid with Older Americans Act funds for providing goods or services to consumers.
12. 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.

Article V: Control Policies and Monitoring

1. The 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 intend 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.
2. 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, to determine compliance with conditions or participation and or service requirements. 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.
3. The Grantee is required to participate in good faith in the monitoring of the Grantee's provision of services. To participate in good faith includes assisting the Agency and ODA with the scheduling of monitoring and providing the Agency and ODA with access to its business site(s) during the Grantee's normal business hours, a place to work in its business site(s), and access to policies and records for each unit of service billed.
4. During monitoring, the Agency will conduct a review of units of service and weaknesses found in the Grantee's billing system as a result of monitoring will be considered in the determination of future contract awards.
5. The Grantee must comply with single audit requirements found at 2 Code of Federal Regulations Part 200 Subpart F. The Audit must be performed by an independent outside auditor, at Grantee's sole cost and expense, and is required to be submitted to the Agency within 30 days of the audit report date or no later than 9 months after year end, whichever is earlier.
6. Any property, real, personal, or mixed, tangible or intangible, acquired with 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.

Article VI: Records and Documents

1. Grantee shall ensure proper documentation exists for any units of service furnished and invoiced by Grantee and any subcontractor(s), if applicable.
2. 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 Grantee to retain the record for more than three years.
3. Grantee is permitted to use an electronic system to collect and retain records.
4. Grantee is required to retain any record related to services provided, including activity plans (if required), assessments (if required), permits (if required), evaluations (if required), and mandatory reporting items to verify a unit of service, until all of the following period of time has passed:
 - a) Three years after the date the Grantee no longer retains the employee.
 - b) The date on which ODA, the Agency, or a duly-authorized law enforcement official concludes monitoring the records and any findings are finally settled.
 - c) The date on which the auditor of the state of Ohio, the inspector general, or a duly authorized law enforcement official concludes an audit of the records and any findings are finally settled.
5. Grantee is required to retain all records regarding employee background checks and qualifications, including records on initial qualifications, successful completion of orientation and subsequent training (if required), and performance reviews (if required) until all of the following periods of time have passed:
 - a) Three years after the date the Grantee no longer retains the employee.
 - b) The date on which ODA, the Agency, or a duly-authorized law enforcement official concludes monitoring the records and any findings are finally settled.
 - c) The date on which the auditor of the state of Ohio, the inspector general, or a duly authorized law enforcement official concludes an audit of the records and any findings are finally settled.

Article VII: Confidentiality

1. Grantee shall be knowledgeable about and comply with all applicable federal and state laws establishing privacy/confidentiality requirements for the provision of services hereunder, including: the "Health Insurance Portability and Accountability Act of 1996" (HIPAA); HIPAA regulations set forth in 45 C.F.R. Parts 160, 162, and 164, as amended; the Medicaid requirements set forth in 42 CFR 431.300 to 431.307, as amended; sections 5160.45 to 5160.481 of the Revised Code, as amended; and this Agreement.
2. The 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 obtains and retains the consumer's written or electronic informed consent to disclose and the purpose for the disclosure is associated with the Grantee's provision of services to the consumer.
3. The 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 obtains and retains the consumer's written or electronic informed consent to do so.
4. The Grantee is required to store each consumer's electronic records in a password-protected file and physical records in a designated, locked storage space.
5. Grantee shall take reasonable steps to safeguard information about individuals, including but not limited to, each individual's name and address; information about the services provided to the individual; the individual's social and economic conditions; any information related to an assessment of the individual's personal information; the individual's medical information, including diagnosis and past history of disease or disability; any information received to verify the individual's income, income eligibility, and amount of medical assistance payments; any information received in connection with the identification of legally liable third-party resources and any client liability payments; and the individual's social security number.
6. In fulfilling its obligations hereunder, Grantee agrees that it, its employees, and any subcontractors or

business associates of Grantee are all bound by the same standards of confidentiality that apply to employees of ODA's Designee and the State of Ohio. The Grantee assumes responsibility for ensuring compliance with these standards of confidentiality by its employees, subcontractors, and business associates.

7. Grantee acknowledges its failure to comply with the confidentiality requirements of this Agreement and section 5160.45 of the Revised Code may result in the termination of this Agreement and the imposition of criminal penalties under section 5160.99 of the Revised Code.

Article VIII: Other

1. 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.
2. The parties hereto mutually agree not to discriminate against any recipient, participant or potential beneficiary of the program because of race, color, sex, gender, age, religion or religious creed, national origin, ancestry, citizenship, marital status, sexual orientation, gender identity, gender expression, genetic information, physical or mental disability, military or veteran status or another other characteristic protected under federal, state and local law.

Article IX: Equal Employment Opportunity

1. Grantee shall not discriminate against any employee or applicant for employment because of race, color, sex, gender, age, religion or religious creed, national origin, ancestry, citizenship, marital status, sexual orientation, gender identity, gender expression, genetic information, physical or mental disability, military or veteran status or another other characteristic protected under federal, state and local law. The Grantee shall ensure that applicants are hired, and that employees are treated during employment without regard to their race, color, sex, gender, age, religion or religious creed, national origin, ancestry, citizenship, marital status, sexual orientation, gender identity, gender expression, genetic information, physical or mental disability, military or veteran status or another other characteristic protected under federal, state and local law. Such action shall include, but not be limited to the following: Employment; Upgrading; Demotion or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and selection for Training, including Apprenticeship.
2. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Grantee will comply with all applicable federal and state non-discrimination laws. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants shall receive consideration for employment without regard to race, color, sex, gender, age, religion or religious creed, national origin, ancestry, citizenship, marital status, sexual orientation, gender identity, gender expression, genetic information, physical or mental disability, military or veteran status or another other characteristic protected under federal, state and local law.

Article X: Amendment and Termination of this Agreement

1. Any proposed changes or modifications to the approved Proposal, 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 the Area Agency, in writing, and the Area Agency's approval, a revised written agreement will be signed by both parties.
2. If an amendment, repeal, or rescission of any law, rule, or regulation cited in the Agreement would change the responsibilities of the Agency, the Grantee, or both the Agency and Grantee, then the Agency, the Grantee, or both the Agency and Grantee shall comply with the amendment, repeal, or rescission of the law, rule, or regulation even if the Agreement is not updated before the amendment, repeal, or rescission takes effect. Such amendment, repeal, or rescission cited in this Agreement will result in correlative modification of this Agreement without the necessity of executing a written amendment.
3. 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. The Area Agency shall be entitled to invoke any remedy available to it under this Agreement, or by law, despite any such forbearance or indulgence.

4. The Grant 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.
5. The Agency may terminate this Agreement without obligation if State Agency and/or Area Agency determine through the appeals process or through monitoring that this Agreement was entered into inappropriately.
6. 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") may required to be conducted by a certified public accounting 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.
7. If the Agreement is renewable or covers a multi-year term, the Agreement shall be subject to the requirements for renewable or multi-year contracts under rule 173-3-05 of the Administrative Code.
8. 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.

Article XI: Appeal Right and Procedure

1. If service under this Agreement is reimbursed by Older Americans Act funds, Grantee has a right to appeal a decision concerning this Agreement under rule 173-3-09 of the Ohio Administrative Code.
2. Appeal Procedure:
 - (A) Introduction:
 - (1) Grantee may request an administrative hearing ("hearing") to appeal any adverse action that Area Agency has taken against Grantee.
 - (2) Area Agency and ODA shall honor all written or electronic hearing requests subject to the conditions in this procedure.
 - (3) A hearing under this procedure is not an adjudication hearing under Chapter 119. of the Revised Code.
 - (B) Area Agency level hearings:
 - (1) Process: Area Agency has on its website or in a document that is readily accessible by providers its process for any provider to appeal an adverse action related to an Area Agency-Grantee agreement (Grantee Agreement) paid, in whole or in part, with Older Americans Act funds.
 - (2) Final Area Agency decision: After Area Agency conducts an administrative hearing, it shall forward the Grantee's request for the hearing and Area Agency's final decision on the matter to ODA no later than five days after the date Area Agency renders its final decision. If the fifth day falls on a weekend or legal holiday, the deadline is extended to the day immediately following the fifth day that is not on a weekend or legal holiday.

- (C) ODA-level hearings:

(1) Area Agency first: Grantee may request an administrative hearing before ODA only if Grantee fully complied with the process for appealing an adverse action by Area Agency and if Area Agency has rendered its final decision on the appeal.

(2) Request a hearing: Grantee may submit a written or electronic request to ODA if it does so no later than fifteen days after the date Area Agency renders its final decision and if the request describes the adverse action Grantee is appealing and why Grantee believes the Area Agency's decision on the matter was inappropriate. If the fifteenth day falls on a weekend or legal holiday, the deadline is extended to the day immediately following the fifteenth day that is not on a weekend or legal holiday.

(3) Scheduling a hearing: After ODA receives the request for an administrative hearing, ODA shall, in a timely manner, schedule a hearing and select a hearing officer to preside over the hearing.

(4) Hearing process:

(a) The hearing officer shall afford an adequate opportunity for both Grantee and the Area Agency to present their positions and provide evidence, but may limit or terminate the discussion/testimony under any one or more of the following conditions:

(i) The Grantee or the Area Agency is unruly or combative.

(ii) Grantee's or Area Agency's discussion/testimony is unnecessarily redundant.

(iii) Grantee's or Area Agency's entered into a settlement that resolved the adverse action(s) that prompted the hearing.

(iv) Grantee withdraws its request for the hearing in writing or email.

(b) The hearing officer shall make an audio recording of the hearing unless ODA pays for a court reporter to record the hearing.

(c) The hearing officer shall review the testimony or evidence collected at the hearing, then transmit the testimony, evidence, and the hearing officer's recommendations to ODA regardless of whether the Area Agency's action was appropriate.

(5) Final ODA decision: ODA shall render its final decision on the appeal no later than thirty days after the date of the hearing and shall issue the decision and the rationale for the decision to Grantee and the Area Agency. If the thirtieth day falls on a weekend or legal holiday, the deadline is extended to the day immediately following the thirtieth day that is not on a weekend or legal holiday.

(D) Hearings vs. court cases:

(1) Grantee may seek redress from a court without waiting for the final decision of an Area Agency-level hearing or ODA-level hearing.

(2) If Grantee files a lawsuit against Area Agency or ODA, Area Agency or ODA may terminate any in-progress hearing that the provider requested from Area Agency or ODA.

(E) As used in this rule, "adverse action" means Area Agency's action concerning Grantee to not award an agreement; to not renew a renewable agreement; to prematurely terminate an agreement; or to terminate a multi-year agreement for the agreement's second, third, or fourth year.

Article XII: Focal Points

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. 2nd Floor. Ste. C.
Youngstown Ohio 44503

MYCAP Senior Center
64 Ridge Ave.
Youngstown, Ohio 44502

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

Article XIII: Indemnification

1. The Grantee shall indemnify and hold the Agency and the State Agency harmless for any liabilities, claims, suits, demands or other consequences from any cause, and all costs in connection there within, arising out of or relating in any manner to the Grantee’s performance under this service Agreement unless prohibited by statute.

Article XIV: Definitions:

Definitions, as used in this Agreement, the following capitalized terms shall have the meanings set forth below:

“EFFECTIVE DATE” means **January 01, 2025.**

“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.

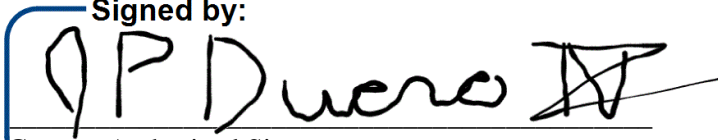
“TERMINATION DATE” means **December 31, 2025.**

This Agreement shall be effective as the **EFFECTIVE DATE** and shall remain in effect, unless amended or terminated by one or more of the parties, through the **TERMINATION DATE.**

All provisions in this Agreement that by their terms must necessarily be performed after termination or expiration of this Agreement (e.g., records retention, auditing requirements, etc.) shall survive such termination or expiration.

IN WITNESS WHEREOF, the parties hereto, agree to the terms and conditions of the Agreement and have affixed their signatures.

Name of Grantee
Signed by:

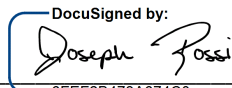


Grantee, Authorized Signature
8CC3D2025A6D44F...

2/11/2025

Date

Direction Home of Eastern Ohio, Inc.

DocuSigned by:


Joseph Rossi, Executive Director
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12/20/2024

Date

