

RESOLUTION APPROVING NURSING FACILITY WORKFORCE RELIEF PROGRAM BENEFICIARY AGREEMENT, ACNRC

This beneficiary agreement (“Agreement”) is made and entered into by and between the State of Ohio (the “State”), through the Ohio Office of Budget and Management (“OBM”), and located at 30 E. Broad Street, 34th Floor, Columbus, Ohio 43215, and the signed Beneficiary below (the “Beneficiary”), (individually a “Party” or collectively the “Parties”) to set forth the terms and conditions upon which OBM will provide financial assistance to the Beneficiary for purposes of the Nursing Facility Workforce Relief Program as discussed herein.

WHEREAS, the American Rescue Plan Act (“ARPA”) (Pub. L. No. 117-2), signed into law March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), and appropriated \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency;

WHEREAS, the State, through OBM, was directly allocated and accepted \$5.3 billion in SLFRF relief as federal award identification number SLFRP0130 from the United States Department of the Treasury (“Treasury”);

WHEREAS, pursuant to Section 280.10 of Amended Substitute House Bill 45 (“H.B. 45”), the 134th General Assembly of the State of Ohio appropriated \$350 million in SLFRF funds to OBM in appropriation item 042636, Nursing Facility Workforce Support;

WHEREAS, pursuant to Section 280.28 of H.B. 45, appropriation item 042636, Nursing Facility Workforce Support, shall be used by OBM to provide a lump sum payment to nursing facilities that are Medicaid providers, for general relief and items not covered by Medicaid managed care organization contracts or general Medicaid rates;

WHEREAS, pursuant to Section 280.28 of H.B. 45, nursing facility providers shall use the funds from the lump sum payment to make workforce relief payments; and

WHEREAS, it is the intent of the Parties for OBM to provide funding to the Beneficiary for eligible expenditures under ARPA, as further provided for in H.B. 45.

WHEREAS, George Dubic, ACNRC Administrator, has presented this agreement for the approval of the Board, to-wit:

Provider: Ohio Office of Budget and Management, 30 E. Broad Street, 34th Floor, Columbus, Ohio

Scope: As provided for in Section 280.28 of H.B. 45, Beneficiary affirms it is a nursing facility that is a Medicaid provider and an eligible recipient of funding as part of the Nursing Facility Workforce Relief Program. Upon notification of an official award, OBM agrees to advance funds via electronic funds transfer to Beneficiary in an amount not to exceed the amount identified in the notification. In addition, Beneficiary agrees to use the funds provided under this Agreement only for workforce relief payments as provided for in H.B. 45 and OBM program guidance. Any deviation in the scope of work shall be prohibited unless prior approval is granted in writing by OBM.

Cost: No cost to the County

Term: The Agreement shall take effect and be binding on the Parties upon the completion of: (1) the signature of the Beneficiary’s authorized representative below; (2) Beneficiary’s receipt of the notification of award from OBM; and (3) Beneficiary’s receipt of funds. Notwithstanding other provisions in this Agreement and unless terminated earlier in accordance with Section 8 of this Agreement, the Agreement will remain in effect until OBM determines that the Beneficiary has completed all applicable administrative actions,

reporting requirements, and other obligations in accordance with the requirements under ARPA and its related regulations and guidance. Furthermore, in accordance with 2 C.F.R. 200.344, OBM will closeout this award upon determination that all applicable administrative actions and all required work of the award have been completed.

WHEREAS, this Board of Commissioners concurs with the recommendation of the Administrator and finds this agreement to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the agreement outlined above is hereby approved in accordance with the copy 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. 2023-166

March 14, 2023

**RESOLUTION APPROVING NURSING FACILITY WORKFORCE RELIEF PROGRAM
BENEFICIARY AGREEMENT, ACNRC**

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.



Crystal Sturgill, Clerk of the Board, *Acting*
Board of County Commissioners
Ashtabula County, Ohio

NURSING FACILITY WORKFORCE RELIEF PROGRAM BENEFICIARY AGREEMENT

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WHEREAS, the American Rescue Plan Act (“ARPA”) (Pub. L. No. 117-2), signed into law March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), and appropriated \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency;

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WHEREAS, pursuant to Section 280.28 of H.B. 45, appropriation item 042636, Nursing Facility Workforce Support, shall be used by OBM to provide a lump sum payment to nursing facilities that are Medicaid providers, for general relief and items not covered by Medicaid managed care organization contracts or general Medicaid rates;

WHEREAS, pursuant to Section 280.28 of H.B. 45, nursing facility providers shall use the funds from the lump sum payment to make workforce relief payments; and

WHEREAS, it is the intent of the Parties for OBM to provide funding to the Beneficiary for eligible expenditures under ARPA, as further provided for in H.B. 45.

NOW, THEREFORE, for the purposes of providing SLFRF funds to the Beneficiary in accordance with ARPA and H.B. 45, the Parties hereby covenant and agree as follows:

- 1. Eligibility; Funding Amount; Scope of Work.** As provided for in Section 280.28 of H.B. 45, Beneficiary affirms it is a nursing facility that is a Medicaid provider and an eligible recipient of funding as part of the Nursing Facility Workforce Relief Program. Upon notification of an official award, OBM agrees to advance funds via electronic funds transfer to Beneficiary in an amount not to exceed the amount identified in the notification. In addition, Beneficiary agrees to use the funds provided under this Agreement only for workforce relief payments as provided for in H.B. 45 and OBM program guidance. Any deviation in the scope of work shall be prohibited unless prior approval is granted in writing by OBM.
- 2. Compliance with Laws and Regulations.** In accepting funds under the Agreement, Beneficiary agrees to comply with ARPA, Treasury regulations implementing ARPA, and guidance issued by Treasury regarding the foregoing. Beneficiary also agrees to comply with all other applicable federal, state, and local laws, rules, regulations, executive orders, or guidance governing the funds provided under the Agreement. In addition, Beneficiary

certifies it will adhere to Treasury's Award Terms and Conditions (attached hereto as Exhibit A and incorporated herein by reference), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, which is hereby incorporated by reference, as applicable. Beneficiary acknowledges and agrees that any funds provided under this Agreement that are not spent in accordance with the intent and purpose of H.B. 45 and/or in violation of this Section shall be returned in full to the State.

3. **Duplicating Costs.** In accepting funding under the Agreement, Beneficiary certifies funds will not be used to cover a cost already covered by another state or federal funding source.
4. **Maintenance of Records.** Beneficiary shall maintain records and financial documents sufficient to support compliance with ARPA, Treasury's regulations implementing ARPA, and guidance regarding the eligible uses of funds. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Beneficiary in order to conduct audits or other investigations. Records shall be maintained by Beneficiary for a period of five (5) years after all funds have been expended or returned to Treasury by OBM, whichever is later. Beneficiary also agrees to make such records and financial statements available to the State, OBM, the Ohio Auditor of State, or other authorized auditors, agents, or representatives as necessary upon request.
5. **Reporting.** The Beneficiary agrees, without reservation, to comply with any reporting obligations or certifications established by Treasury, the State, or OBM pertaining to funds received under this Agreement. Furthermore, Beneficiary, upon request, shall provide OBM with any necessary information to meet its reporting requirements to Treasury.
6. **Period of Performance.** The period of performance for use of funds received under this Agreement begins upon the Beneficiary's receipt of funds and ends on June 30, 2024. However, in the event of an early termination under Section 8 of this Agreement, the period of performance will be effective until the date of termination.
7. **Effective Date and Duration; Closeout.** The Agreement shall take effect and be binding on the Parties upon the completion of: (1) the signature of the Beneficiary's authorized representative below; (2) Beneficiary's receipt of the notification of award from OBM; and (3) Beneficiary's receipt of funds. Notwithstanding other provisions in this Agreement and unless terminated earlier in accordance with Section 8 of this Agreement, the Agreement will remain in effect until OBM determines that the Beneficiary has completed all applicable administrative actions, reporting requirements, and other obligations in accordance with the requirements under ARPA and its related regulations and guidance. Furthermore, in accordance with 2 C.F.R. 200.344, OBM will closeout this award upon determination that all applicable administrative actions and all required work of the award have been completed.
8. **Termination.**
 - a. **Termination for Cause.** OBM may terminate this Agreement for cause upon notice to the Beneficiary if the Beneficiary fails to comply with any portion of Section 2 of this Agreement.
 - b. **Termination for Convenience.** The Agreement may be terminated for convenience, in whole or in part, as follows:

- i. **By OBM with Consent of the Beneficiary.** The Parties shall agree upon the termination conditions, including the effective date not to exceed the period of performance, and, in the case of partial termination, the portion to be terminated; or
 - ii. **By the Beneficiary Upon Submitting Written Notification to OBM.** The written notification must set forth the reasons for the termination, the effective date not to exceed the period of performance, and, in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, OBM may terminate the Agreement and recoup portions or all SLFRF funds provided to the Beneficiary if OBM determines the remaining portion will not accomplish the purpose for which the funding was made.
 - c. **Termination for Withdrawal, Reduction, or Limitation of Funding.** In the event funding is not received from the Federal Government or the State of Ohio or is withdrawn, reduced, modified, or limited in any way after the effective date of the Agreement and prior to its normal completion, OBM may summarily terminate the Agreement as to funds not received, reduced, modified, or limited, notwithstanding any other termination provision in the Agreement. If the level of funding is reduced to such an extent that OBM deems that the continuation of the Nursing Facility Workforce Relief Program is no longer in the best interest of the public, OBM may summarily terminate the Agreement in whole notwithstanding any other termination provisions in the Agreement. Termination under this paragraph shall be effective upon Beneficiary's receipt of written notice by OBM.
 - d. In the event of termination for cause, convenience, or for withdrawal, reduction, or limitation of funding, the Beneficiary shall repay to OBM a portion or all of the funds provided under the Agreement within thirty (30) days or before the end of the period of performance, whichever is earlier, in accordance with the Uniform Guidance, 2 C.F.R. Part 200. All funds returned under this paragraph shall be mailed to the name and address listed in Section 9 of this Agreement.
9. **Recoupment; Repayment of Funds.** Beneficiary acknowledges and agrees that its funding and use of SLFRF funds is subject to recoupment by Treasury and/or OBM for Beneficiary's failure to use funds in strict compliance with the requirements of ARPA, Treasury's regulations and guidance, and all other applicable federal, state, and local laws, rules, regulations, executive orders, or guidance governing the funds provided under the Agreement. In addition, Beneficiary acknowledges and agrees that any funds not expended for eligible uses by the end of the period of performance, unless otherwise provided for in Section 8 of this Agreement, must be returned to OBM no later than July 31, 2024.

The provisions of this Section do not prohibit OBM from exercising any other rights or remedies available to it under federal or state law.

Returns can be made via check payable to the Treasurer of the State of Ohio and mailed to:

Ohio Office of Budget and Management
ATTN: Fiscal Section, Nursing Facility Workforce Relief Program
30 E. Broad St., 34th Floor
Columbus, OH 43215

10. **Federal Restriction on Lobbying.** Consistent with 31 C.F.R. Part 21, by signing this Agreement, the Beneficiary certifies in writing to OBM, to the best of its knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Beneficiary shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. **Miscellaneous State Provisions.**

- a. **Certification of Funds.** Beneficiary acknowledges and agrees that its funding under the Agreement is subject to the provisions of Section 126.07 of the Ohio Revised Code, authorized appropriation for the award by the General Assembly, and any necessary authorizations, extensions, or reauthorizations of SLFRF funding.
- b. **Ethics Compliance.** Beneficiary represents, warrants, and certifies that it and its officers, employees, agents, or representatives engaged in the performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Beneficiary further represents, warrants, and certifies that neither Beneficiary nor any of its officers, employees, agents, or representatives will do any act that is inconsistent with such laws.
- c. **Debarment; Boycotting.** Beneficiary represents and warrants that it is not debarred from consideration for awards by any government agency. Beneficiary also represents and warrants, pursuant to Ohio Revised Code Section 9.76, that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the Agreement.

- d. **Nondiscrimination of Employment.** To the extent applicable, pursuant to Ohio Revised Code Section 125.111, Beneficiary agrees that itself, any subcontractor, or any person acting on behalf of the Beneficiary or a subcontractor shall not discriminate, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform work under the Agreement. Beneficiary further agrees that itself, any subcontractor, or any person acting on behalf of Beneficiary or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Agreement on account of race, color, religion, sex, age, disability, military status, national origin, or ancestry.
- e. **Affirmative Action Program.** To the extent applicable, Beneficiary represents that the contractor(s) from whom the Beneficiary makes purchases has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to Ohio Revised Code Section 125.111(B) and has filed an Affirmative Action Program Verification form with the Department of Development.
- f. **Political Contributions.** Beneficiary affirms and certifies compliance with Ohio Revised Code Section 3517.13 limiting political contributions.
- g. **Findings for Recovery.** Beneficiary warrants that no officer, employee, or agent is subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24.
- h. **Assignment.** Beneficiary shall not assign any portion of the SLFRF funds provided for under the Agreement without prior written approval of OBM.
- i. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of the Agreement.
- j. **Indemnification.** To the extent permitted under state or federal law, Beneficiary shall defend, indemnify, and hold harmless the State and OBM and its officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this funding and/or the acts, omissions or conduct of Beneficiary, and its agents, employees, contractors, sub-contractors, and representatives, and/or Beneficiary's failure to comply with federal, state, and local laws, rules, regulations, executive orders, and guidance applicable to and in relation to this funding. Beneficiary shall bear all costs associated with defending the State and OBM against any such claims.
- k. **Entire Agreement.** This Agreement, along with the Exhibit(s) referenced and incorporated herein, and subsequent award notification to the Authorized Representative and Grant Contact, represents the entire and integrated agreement which supersedes all prior and contemporaneous communications, representations,

understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this ARPA funding.

- l. **Amendment.** The Agreement may be modified or amended at any time during its term by mutual consent evidenced by signature of both Parties.
- m. **Exhibits.** All Exhibits referenced herein are hereby incorporated into this Agreement.
- n. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- o. **Survivability.** Any term, condition, covenant, or obligation which requires performance by either Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.
- p. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation, or other legal matter regarding the Agreement or performance by either Party must be brought in a court of competent jurisdiction in Franklin County, Ohio.
- q. **Notice.** Notices required by the Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means (email). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under the Agreement shall be, unless otherwise modified by subsequent written notice, directed to the OBM contact listed on the Funding Opportunity. The Authorized Representative listed on the application will serve as the Grant contact.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this Agreement is signed by the duly authorized representatives of OBM and Beneficiary, and shall be effective, if at all, in accordance with Section 7 of this Agreement.

State of Ohio:

Kimberly A. Murnieks

Authorized Representative Signature

Authorized Representative Name: Kimberly A. Murnieks
Authorized Representative Title: Ohio Office of Budget and Management, Director
Date Signed: March 3, 2023

Name of ARPA Beneficiary:

Address of Beneficiary:

25 W. Jefferson St.
Jefferson, OH 44047

Authorized Representative for Beneficiary:

Authorized Representative for Beneficiary:

Casey Kozlowski, President
Print Name, Title

[Handwritten Signature]
Signature

Date:

3-14-23

OMB Approved No. 1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: EXECUTIVE OFFICE OF STATE OF OHIO 30 E BROAD ST COLUMBUS, Ohio 43215-3414	DUNS Number: 809031776 Taxpayer Identification Number: 311334820 Assistance Listing Number and Title: 21.027
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Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund.

As a condition to receiving such payment from Treasury, the authorized representative below hereby (i) certifies that the recipient named above requires the payment to be made pursuant to section 602(b) of the Act in order to carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto.

The following applies only to States:

Section 603(b)(2) of the Act as added by section 9901 of ARPA authorizes Treasury to make payments to States for the State to distribute to nonentitlement units of local government within the State in accordance with section 603(b)(2). The authorized representative below hereby agrees to use such payment from Treasury to make payments to such nonentitlement units of local government in accordance with Section 603(b) and Treasury's implementing regulations and guidance.

Section 603(b)(3)(B)(ii) of the Act authorizes Treasury to make payments to States, in the case of an amount to be paid to a county that is not a unit of general local government, for the State to distribute to units of general local government within such county in accordance with Section 603(b)(3)(B)(ii) of the Act. To the extent applicable, the authorized representative below hereby agrees to use any such payment from Treasury to make payments to such units of general local government in accordance with Section 603(b) of the Act and Treasury's implementing regulations and guidance.

Recipient:


Authorized Representative Signature (above)

Authorized Representative Name: Kimberly Murnieks

Authorized Representative Title: Director, Office of Budget and Management

Date Signed: _____

U.S. Department of the Treasury:



Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs
Date Signed: May 17, 2021

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from

the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
 Expiration Date: 11/30/2021

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the EXECUTIVE OFFICE OF STATE OF OHIO (hereinafter referred to as “the Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient’s programs, services and activities, so long as any portion of the recipient’s program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subsection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.