

RESOLUTION ACCEPTING AND APPROVING THE GRANT AGREEMENT BETWEEN THE OHIO DEPARTMENT AND THE BOARD OF COMMISSIONERS FOR THE HEALTHY AGING GRANT

WHEREAS, the Ohio Department of Aging (ODA) has created through House Bill 33 of the 135th General Assembly, the Healthy Aging Grants program to empower older Ohioans to maintain their health and independence; and

WHEREAS, on October 12, 2023 by Resolution No. 2023-504 the filing of the Healthy Aging Grant was approved by the Board of Commissioners; and

Purpose: the Healthy Aging Grants provide funding at the county level to support the creation of new programs or bolster existing programs that focus on delivering the vital services and supports necessary to keep at-risk aging Ohioans in their homes and communities for as long as possible.

Amount: the county will receive the proportional disbursement of the Healthy Aging Grants fund after full execution of this agreement and submission of an RFF as communicated through a notice of grant award.

Term: retroactive to October 1, 2023 through June 30, 2024

WHEREAS, The Ashtabula County Board of Commissioners desires to receive the Healthy Aging Grant Funds; now

THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Ashtabula County, Ohio, does hereby accept and approve the grant agreement with the submission of a Healthy Aging Grant with the State of Ohio Department of Aging to benefit Ashtabula County residents.

BE IT FURTHER RESOLVED that the Vice-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. 2023-552

October 31, 2023

**RESOLUTION ACCEPTING AND APPROVING THE GRANT AGREEMENT
BETWEEN THE OHIO DEPARTMENT AND THE BOARD OF COMMISSIONERS FOR
THE HEALTHY AGING GRANT**

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

VOTE:

Casey R. Kozlowski

Absent

Kathryn L. Whittington

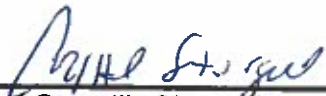
Aye

J.P. Ducro IV

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



ODA TN 2023-232

Grant Agreement between the Ohio Department of Aging and Ashtabula County Board of Commissioners Healthy Aging Grants

This grant agreement (Agreement) is entered into by and between the Ohio Department of Aging (ODA), located at 30 E Broad St, 22nd Floor, Columbus, OH 43215 and the Ashtabula County Board of Commissioners (Recipient), located at 25 W. Jefferson Street, Jefferson, OH 44047 collectively the "Parties."

1. **Purpose:** ODA hereby grants funds to Recipient who shall use these funds solely to support the program(s) outlined in **Attachment A** of this Agreement. **Attachments A, B, C, D, and E** are an integral part of this Agreement and are considered incorporated fully within this Agreement.

Funding Amount: The amount of funds being awarded to Recipient through this Agreement is defined in **Attachment A** of this Agreement. Funding level approvals, and/or changes, for this Agreement will be identified and communicated in one or more Notice of Grant Award (NGA). The initial NGA shall be distributed on execution of this Agreement.

2. **Funding Source and Certification of Funds:** The original source of funds being awarded to Recipient through this Agreement is defined in **Attachment A** to this Agreement.

Recipient agrees ODA's obligations under this Agreement are subject to a determination by the Director of ODA that sufficient funds have been appropriated by the Ohio General Assembly and remain available for the purposes of this Agreement and the Director of the Ohio Office of Budget and Management has certified the availability of such funds as required by Ohio Revised Code (ORC) 126.07.

If at any time and without prior notice the Director of ODA informs Recipient in writing that sufficient funds are no longer available for the purposes of this Agreement, Recipient shall not obligate additional costs against the award or perform program activities and, except for closeout, reporting and audit activities, shall cease all activity associated with the Agreement as of the date of notification.

3. **Grant Period:** Funds may be obligated and spent according to the dates specified in paragraph 5(f) of this Agreement. Recipient may not obligate funds prior to the beginning of the approved grant period. Recipient may make obligations up to the amount approved on the NGA for the given period.

This Agreement shall be effective on the last date signed by the Parties and shall expire on October 31, 2024. The obligations of Recipient regarding reporting, closeout, and record keeping shall remain in effect until met.

4. **Reporting:** Recipient shall submit reports as required in **Attachment A** of this Agreement.

Recipient's failure to submit programmatic and financial reports on time may be the basis for withholding payments, suspension, termination, or denial of continued funding.

Recipient shall be responsible for the accuracy and completeness of all information contained within technical and financial reports submitted to ODA.

5. **Payment:** Funds awarded pursuant to this Agreement will be paid on the advance basis as indicated in **Attachment A**, to Recipient on request made in the format required by ODA. Funds may not be requested earlier than the first day of the grant period. Recipient shall use the appropriate Request for Funds (RFF) form and submit the requests pursuant to the schedule provided by ODA.

- a. Recipient understands ODA may limit subsidy payments pursuant to Ohio budgetary requirements, including limitations on available allotment amount or frequency of request. Requests not meeting the budgetary requirements may be returned for revision or updated by ODA with communication to Recipient, in the sole discretion of ODA. ODA will provide Recipient notice documenting the areas requiring revision or update and will outline the requirements necessary for payment.

If Recipient does not perform any of its obligations under this Agreement, ODA will provide Recipient with notice documenting the areas requiring remediation. Recipient shall provide ODA a written corrective action plan detailing the timeline for deficiency correction and specific steps to correct the deficiency. ODA, in its sole discretion, may delay payment pending corrective action or if Recipient fails to satisfy the corrective action plan in a timely manner.

- b. If the RFF due date falls on a Saturday, Sunday, or ODA designated holiday, the report shall be due the following business day.
- c. The completed RFF with all required Recipient signatures shall be submitted to ODA via ODAINVOICES@AGE.OHIO.GOV.
- d. Recipient shall submit a final RFF form with a trial balance for the grant period with all balance sheets and income statement accounts as backup documentation no later than October 31, 2024.

The final RFF form shall include supplemental worksheets supporting the figures reported and the calculations necessary to reconcile the figures on the trial balance and income statement to the final RFF form. The supplemental worksheets shall include identification of the account codes and a detailed crosswalk to permit backup documentation to be linked to the figures on the final RFF form. Submission of this documentation does not preclude ODA from requesting Recipient to demonstrate the process used to develop the reported figures.

In the event of early termination, Recipient shall submit the final RFF within thirty (30) days after the effective date of the early termination.

- e. By accepting funds under this Agreement, Recipient agrees to comply with all applicable provisions of Section 209.30 Healthy Aging Grants of Ohio Amended Substitute House Bill 33 (135th General Assembly); the American Rescue Plan Act P.L. 117-2 (ARPA) including, but not limited to, section 9901 Coronavirus State and Local Fiscal Recovery Funds of P.L. 117-2 (March 11, 2021); 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds; and guidance issued by the U.S. Department of the Treasury regarding the foregoing, including restrictions on use that apply to each of the eligible use categories. In addition, Recipient certifies that it shall comply with all applicable requirements contained in the Terms and Conditions attached hereto and incorporated herein as **Attachment E**. Recipient acknowledges

and agrees that any funds provided under this Agreement not spent in accordance with the intent and purpose of this Agreement shall be returned in full to ODA.

- f. Recipient agrees that any disbursement of funds must be OBLIGATED or EXPENDED for eligible uses between October 1, 2023, and June 30, 2024. Recipient agrees that all funds, including any further disbursement(s) must be EXPENDED for eligible uses by September 30, 2024. All reports, documentation, and remaining funds shall be returned to ODA no later than the close of business on October 31, 2024. Recipient agrees to meet performance requirements. Recipient shall return any remaining funds if at least fifty percent (50%) of the funds is not OBLIGATED or EXPENDED by March 31, 2024, as submitted in a quarterly report filed by April 10, 2024, and subject to the discretion of ODA. Recipient acknowledges and agrees that funding under this Agreement and Recipient's use of funds provided under this Agreement is subject to recoupment by the U.S. Department of Treasury and/or ODA for Recipient's failure to use funds in strict compliance with the requirements of ARPA, U.S. Department of 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 this Agreement. The provisions of this section do not prohibit ODA from exercising any other rights or remedies available to it under federal or state law. If funds are returned to ODA, Recipient shall indicate the source and program period of those funds. Funds shall be returned by Automated Clearing House (ACH) pursuant to instructions from ODA or by check payable to the "Treasurer, State of Ohio" and mailed to the following address:

Ohio Department of Aging
Attn: Fiscal Division
30 E Broad St, 22nd Floor
Columbus, OH 43215

6. Core Assurances for this Agreement:

Recipient, as consideration for award of this Agreement from ODA, hereby agrees to all the following standard assurances and requirements:

Recipient:

- a. Shall comply with all ODA policies and procedures and all applicable local, state and federal laws, rules, regulations and executive orders governing the use of the funds awarded through this Agreement.
- b. Except as otherwise required by federal law, agrees 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.¹
- c. Agrees all expenses incurred or allocated under this Agreement shall be supported by appropriate and sufficient supporting documentation, including but not limited to, worksheets and/or time studies, signed contracts, receipts, purchase orders, requisitions, payroll records, bills or other evidence of liability consistent with recipient's established procurement procedures.
- d. Shall maintain all records relating to costs and work performed, including but not limited to supporting documentation, in the same manner as required by Recipients of

¹ OMB Uniform Administrative Guidance for Federal Awards (2 CFR part 200)

the United States government,²; the American Rescue Plan Act (ARPA) P.L. 117-2 (March 11, 2021), including but not limited to section 9901 Coronavirus State and Local Fiscal Recovery Funds; U.S. Department of Treasury regulations implementing ARPA (including but not limited to 31 CFR Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds); and guidance regarding the eligible uses of funds. All records shall be maintained during the grant period and for five (5) years after all funds have been expended or returned to Treasury by ODA, whichever is later. Recipient shall make all records available in a timely manner for unrestricted review or audit by the State of Ohio³, the federal awarding agency, Federal Comptroller General, Federal Inspectors General, or duly authorized law enforcement officials, or any of their duly authorized representatives in accordance with 2 CFR 200.337. If a review or audit is initiated before the expiration of the retention period, Recipient shall retain all records until notified by ODA pursuant to 2 CFR 200.334 (b). Recipient further agrees that funds received under this Agreement may be subject to future review or audit and agrees to fully comply with such review or audit, including access to records. Recipient shall comply with all applicable provisions of 2 CFR 200 Subpart F.

- e. Recipient recognizes and agrees this Agreement, and any information, deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. Such records shall be made freely available to the public unless ODA determines, pursuant to state or federal law, such materials are confidential and or otherwise exempt from disclosure. Recipient shall comply with any direction from ODA or other agency with requisite legal authority to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information if so ordered.
- f. Shall establish, maintain, and provide to ODA such statistical and/or program reports as are required by the laws, regulations, and policies of the United States government, the State of Ohio and/or ODA, and in the manner specified by ODA;
- g. Shall comply with ODA grant closeout procedures, including requirements to return excess funds or disallowed costs as part of the final RFF submission, monitoring findings or audit conducted by federal or state auditors;
- h. Shall comply with single audit requirements found at [2 CFR Part 200 Subpart F](#).
- i. Agrees neither Recipient nor any provider, beneficiary, subcontractor or subrecipient, nor any person acting on behalf of Recipient or any provider, beneficiary, subcontractor or subrecipient, shall, in the employment of any person qualified and available to perform the work to which this Agreement relates, or person participating or enjoying the benefits of any program or activity funded in whole or in part with state and/or federal funds, discriminate by reason of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry against any person. Recipient further agrees that neither Recipient nor any provider, beneficiary, subcontractor or subrecipient, shall in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex (including sexual orientation and gender identity), military status, national origin (including limited English proficiency), disability, age, genetic information or ancestry as those terms are defined in Ohio and

² 2 CFR 200.334

³ The State of Ohio includes, but is not limited to, ODA, the Ohio Office of Budget and Management, the Ohio Auditor of State (including Independent Public Auditors working on behalf of the Ohio Auditor of State), Ohio or Federal Inspectors General or duly authorized law enforcement officials.

federal law. Recipient shall include the language of this paragraph in each of its provider, beneficiary, subcontractor or subrecipient contracts. Recipient shall adopt a written non-discrimination policy which shall be distributed to each of Recipient's providers, beneficiary, subcontractors and/or subrecipients. Recipient agrees to comply with the requirements contained in Attachment E to this Agreement. To the extent the terms contained in Attachment E conflict with the provisions of this section, the language contained in Attachment E shall prevail.

Recipient agrees to require any subgrantees, beneficiary, contractors, subcontractors, successors, transferees, and assignees to comply with the requirements contained in Attachment E to this Agreement, and agrees to comply with and incorporate the following language in every contract or agreement subject to Title VI of the Civil Rights Act of 1964, as amended, and its regulations between Recipient and Recipient's subgrantees, 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."

Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352); 42 USC 2000d-1 et seq. and the Department's implementing regulations; 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973; Public Law 93-112, as amended by Public Law 93-516; 29 USC 794; Title IX of the Education Amendments of 1972; 20 USC 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 USC 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

- j. Certifies Recipient understands federal ethics and conflict of interest laws, if applicable, and state of Ohio ethics and conflict of interest laws and certifies it is in and shall remain in compliance with those provisions as any of them may be amended or supplemented from time to time. Recipient certifies that no personnel or other official, employee, agent or contractor who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Recipient shall immediately disclose in writing to ODA any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless ODA determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest;
- k. Shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces, and shall make a good faith effort to ensure its employees, subcontractors, or subrecipients do not purchase, transfer, use or possess illegal

drugs or alcohol, or abuse prescription drugs in any way, while engaged in the work to be performed under this Agreement or while on public property;

- l. Shall notify ODA, in the event a legal action is initiated by a consumer or other third-party against Recipient and the legal action relates to the funds awarded through this Agreement, of the legal action within seven (7) days of service of the legal action;
- m. Shall comply with the [Trafficking Victims Protection Act](#) in all respects;
- n. Certifies it is not subject to an "unresolved" finding for recovery as outlined in ORC 9.24 and further agrees if this assurance is later found to be false, the Agreement shall be void from its beginning and Recipient shall immediately repay any and all funds received under the Agreement;
- o. Affirms pursuant to Ohio Revised Code section 9.76(B) it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so within the term of this Agreement;
- p. Shall not assign any of its rights nor delegate any of its duties under this Agreement without written consent of ODA. Any assignment or delegation not consented to by ODA may be deemed void;
- q. Certifies that its covered individuals, partners, shareholders, administrators, executors, trustees, owners, and their spouses, have not made any contributions in excess of the amounts specified in applicable provisions of ORC 3517.13(I) and (J) and shall comply with all requirements contained therein;
- r. Recipient certifies that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including, but not limited to, any insurance coverage, workers' compensation, or unemployment compensation coverage and shall accept full responsibility for payment of all unemployment compensation insurance premiums, workers' compensation premiums, all income tax deductions and other federal, state, municipal or other tax liabilities, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Recipient on the performance of the work authorized by this Agreement. Recipient agrees that neither it nor any individual providing services under this agreement are agents, servants or employees of ODA or the State of Ohio by virtue of this Agreement, and understands the same are not public employees and are not entitled to contributions from ODA or the State of Ohio to any public employee retirement system as a result of this Agreement;
- s. Recipient certifies funds provided under this agreement will not be used to cover a cost already covered by another state or federal funding source;
- t. Covenants that it does not owe: 1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts are being contested in a court of law or not; and
- u. Covenants that it has made no false statements in the process of obtaining a grant of funds. If Recipient has knowingly made a false statement to obtain a grant of funds, Recipient shall be required to return all funds to ODA immediately.

7. Federal Grant Specific Provisions

If the funding source listed in **Attachment A** is identified as federal, Recipient shall also comply with the following specific provisions:

- a. **HHS Grants Policy Statement:** To the extent applicable, based on the purpose and funds awarded under this Agreement, this Agreement is subject to the requirements of the U.S. Department of Health and Human Services ([HHS Grants Policy Statement \(HHS GPS\)](#)).
- b. **Compliance with Uniform Guidance:** Recipient shall comply with all applicable requirements contained in 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and/or as adopted by the Federal Awarding Agency identified in Attachment A to this Agreement and all applicable appendices. This shall include but not be limited to, 2 CFR 200.337 (45 CFR 75.335) and all applicable provisions contained in Appendix II to 2 CFR Part 200 (45 CFR Part 75).
- c. **United States v. Windsor:** In the provision of services funded through this subaward, Recipient shall recognize the validity of any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes same-sex marriages, including one of the 50 states, the District of Columbia, or a U.S. territory, or a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. Accordingly, Recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familial relationship to reflect inclusion of same-sex spouses and marriages. Any similar familial terminology references in HHS statutes, or regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described in this paragraph.
- d. **SAM/UEI Requirements:** Recipient shall update and maintain its annual registration with the Federal System for Award Management (SAM), and shall ensure its SAM registration and UEI information are both current, throughout the term of this Agreement.
- e. **Salary Limitations:** Any applicable statutory or regulatory requirements, including 2 CFR Part 200 (45 CFR Part 75), directly apply to this Agreement apart from any coverage in the HHS GPS. Recipient shall not use funds awarded through this Agreement to pay the salary of an individual at a rate in excess of Executive Level II.
- f. **Gun Control:** None of the funds made available in this Agreement may be used, in whole or in part, to advocate or promote gun control.
- g. **Restriction on Distribution of Sterile Needles:** No funds appropriated in this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- h. **Blocking Access to Pornography:** None of the funds made available in this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this paragraph shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

- i. **Never Contract with the Enemy:** Recipients receiving funds covered by 2 CFR Part 183 shall comply with all applicable requirements of 2 CFR part 183 and hereby certify they will not directly or indirectly provide funds (including goods and services) received under a covered grant to restricted or prohibited persons or entities and have exercised due diligence to ensure no funds (including goods and services) received under a covered grant will be provided directly or indirectly to restricted persons or entities. Recipients of covered funds shall terminate or void, in whole or in part, any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VII of the NDAA for FY 2015, unless the federal awarding agency provides written approval to continue the subaward or contract. ODA may terminate or void this Agreement, in whole or in part, if it or the federal awarding agency becomes aware that Recipient failed to exercise due diligence as required by 2 CFR Part 183; or if ODA or the federal awarding agency becomes aware that any funds received under this Agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the United States Armed Forces are actively engaged in hostilities. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement.
- j. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:** Recipient shall comply with all applicable requirements contained in [2 CFR 200.216](#) regarding obligation or expenditure of funds appropriated under this Agreement to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services (as defined by 2 CFR 200.216) as a substantial or essential component of any system, or as critical technology as part of any system.
- k. **Domestic Preference for Procurement:** To the extent consistent with law, Recipient shall, to the greatest extent practicable under this Agreement, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States as defined by 2 CFR 200.322. This requirement shall be included in all subawards (if permitted under the terms of this Agreement) including all contracts and purchase orders for work or products under this Agreement. Recipient shall comply with all applicable requirements contained in 2 CFR 200.322.
- l. **Statutory and National Policy Requirements:** Recipient shall ensure that all grant funds received under this Agreement are expended and associated programs are implemented in full accordance with the U.S. Constitution, federal law, and public policy requirements including, but not limited to: those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination in compliance with the requirements of 2 CFR 200.300.
- m. **Change in Key Personnel:** Recipient shall comply with 2 CFR 200.308, which requires recipients of federal funds to request approval from the grantor for a number of changes related to the grant, including a change in key personnel identified in the application for federal funds or in the grant award. Change in key personnel includes replacement or change in status, such as an absence for any continuous period of three (3) months or more, or reduction of time devoted to the project by twenty-five (25) percent or more from the level in the approved application.
- n. **Lobbying:** Recipient is subject to the restrictions on lobbying set forth in 31 USC 1352 and 31 CFR Part 21. By signing this Agreement, Recipient certifies, to the best of its knowledge and belief that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, 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.
- ii. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this subgrant, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. Recipient shall require that the language of this section be included in the award documents for all lower-tiered subgrant agreements (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements), and that all lower-tiered subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which reliance was placed when this Agreement was entered into by ODA. This certification is a prerequisite for making or entering into this Agreement and is imposed by 31 USC 1352 and 31 CFR Part 21. 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.

- o. **Rights to Inventions:** If this agreement meets the definition of "funding agreement" under 37 CFR 401.2(a) for the performance of experimental, developmental or research work and Subrecipient is a small business firm or nonprofit organization, Recipient shall comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the Federal Agency identified as the Federal Awarding Agency in Attachment A.
- p. **Stevens Amendment:** Recipient shall comply with the Stevens amendment in all respects and shall include the following language when issuing statements, press releases, requests for proposals, bid solicitations, and other supported publications and forums describing projects or programs funded in whole or in part with funding provided under this Agreement: "This project [is being] [was] supported, in whole or in part, by federal award number awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury. The Governor and General Assembly further approved the use of these funds for Healthy Aging Grants through H.B. 33."

8. Miscellaneous Provisions:

- a. **Governing Law:** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including matters of validity, construction, effect, and performance. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in a court of competent jurisdiction in Franklin County Ohio, and Recipient hereby irrevocably consents to such jurisdiction.

- b. **Entire Agreement:** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussion, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof. No other terms and conditions shall be considered a part of this Agreement unless expressly agreed on in writing and signed by both Parties, or unless otherwise required by law.
- c. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- d. **Attachments:** All Attachments and Exhibits referenced herein are hereby incorporated into this Agreement.
- e. **Binding Effect:** Subject to the limitations on assignment provided elsewhere in this Agreement, this Agreement will be binding on and inure to the benefit of the respective successors and assigns of ODA and Recipient.
- f. **Debarment:** By signing this Agreement, Recipient certifies and warrants to ODA that, to the best of Recipient's knowledge and belief, Recipient and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state department or agency and are not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235) "Debarment and Suspension";
 - ii. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph (2) of this certification; and
 - iv. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

If this certification and warranty is found to be false, this Agreement is void *ab initio*, and Recipient shall immediately repay any funds paid under this Agreement.

- g. **Executive Orders:** Recipient affirms, understands, and will abide by the requirements of [Executive Order 2019-12D](#) and [Executive Order 2022-02D](#) regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies, and both the Recipient and any subcontractor(s) shall comply with this prohibition, and complete the Standard Affirmation And Disclosure Form in **Attachment B**.

- h. **Confidentiality of Information:** Recipient shall not use any information, systems, or records made available to Recipient for any purpose other than to fulfill the obligations specified herein. In the performance of any work authorized or funded under this Agreement, Recipient specifically agrees to be bound by the same standards of confidentiality that apply to the employees of ODA and the State of Ohio. The terms of this paragraph shall be included in any subcontracts or subgrant agreements executed by Recipient for the work under this Agreement. Recipient specifically agrees to comply with all state and federal confidentiality laws and regulations applicable to the programs under which this Agreement is funded. Recipient is responsible for obtaining copies of all applicable rules governing confidentiality, and for ensuring compliance with the rules by its employees, contractors, or lower-tiered Recipients. To the extent the federal requirements apply to this Agreement, Recipient agrees to current and ongoing compliance with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, including, but not limited to, 45 CFR 164.502 through 164.514, regarding the disclosure of protected health information.

Should the collection of information related to this Agreement require the use of an information technology system (2 CFR 200.58), Recipient shall adhere to [the NIST Cybersecurity Framework](#) to help ensure the security of any system used or developed by Recipient. In particular, if the data to be collected includes Personally Identifiable Information (PII, 2 CFR 200.79) or Protected PII (2 CFR 200.82), Recipient shall apply the appropriate security controls required to protect the privacy and security of the collected PII and/or Protected PII.

- i. **Whistleblower Provisions:** The terms of 48 CFR 3.908 apply to this Agreement. Recipient shall not discharge, demote, discipline or otherwise discriminate against any employee of Recipient as a reprisal for the employee's disclosure of information that the employee reasonably believes is evidence of gross mismanagement of this grant subaward, a gross waste of federal or state funds, an abuse of authority relating to this Agreement, a substantial and specific danger to public health or safety or a violation of any law, rule, or regulation related to this Agreement, when the disclosure is made to any of the following: a member of Congress, the Ohio or a U.S. Inspector General, the United States Government Accountability Office, a federal employee responsible for the oversight or management of the federal grant being sub-awarded through this Agreement, an authorized official of the Department of Justice or other law enforcement agency, a court or grand jury, the Director of ODA or any employees of ODA or the State of Ohio who are responsible to investigate, discover or address misconduct by the Recipient and its staff. Recipient shall inform its employees in writing of the rights and remedies provided to them under 41 U.S.C. 4712.
- j. **Records:** ODA and Recipient agree compliance to submit program and financial information is critical to this Agreement. Therefore, Recipient shall provide such information as requested by ODA within ten (10) business days of receipt of ODA's request and that failure of the Recipient to comply with this provision could result in immediate suspension of payments or termination of this Agreement by ODA. ODA and Recipient agree legible electronically created documents or electronically scanned and retrievable facsimiles of signed original documentation can serve in the place of the original documentation for the purpose of meeting the requirements of this Agreement, provided such documentation complies with ORC 9.01.
- k. **Environmental:** Recipient shall comply with all applicable State of Ohio and federal environmental laws, including wetlands, historic preservation, clean air and clean water acts, hazardous waste, and all other applicable environmental laws and

regulations, orders or standards issued pursuant to those laws, including but not limited to the Clean Air Act (42 USC 7401-7671q) and Federal Water Pollution Control Act (3 USC 1251-1387). Recipient shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement items and solid waste management services in compliance with the guidelines of the Environmental Protection Agency at 40 CFR part 247.

- I. **EEO:** Recipient shall comply with the State of Ohio Equal Employment Opportunity (EEO) and Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) statutes including, but not limited to, ORC 125.111.
- m. **ADA:** Recipient shall comply with state and federal standards as outlined in the Americans with Disabilities Act (ADA).
- n. **Force Majeure:** Neither party shall be liable for any delay in its performance that arises from causes beyond its control regardless of negligence or fault. The term “force majeure event” includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and severe weather. Additional circumstances and events include pandemics, epidemics, states of emergencies, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If either party cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

- i. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
- ii. Provide detailed information of the force majeure event; and,
- iii. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.

9. Termination:

- a. Either party may terminate this Agreement without cause by providing the other party with thirty (30) days prior written notice of termination. ODA shall not be liable for any withdrawal close-out costs that are borne by Recipient. Recipient shall have thirty (30) days to return all unused grant funds.
- b. ODA may terminate this Agreement immediately in the event there is a loss of funding, disapproval by a federal administrative agency, or on discovery of noncompliance with any term of this agreement or any federal or state law, rule, executive order, or regulation governing the work to be performed by Recipient under this Agreement, including failure to effectuate the program goals or agency priorities, as determined by ODA or the federal awarding agency, pursuant to 2 CFR 200.340. In the event of termination pursuant to this paragraph, ODA shall send a written notice of termination specifying the reason for the termination to Recipient as soon as possible after ODA becomes aware of the need for termination. Recipient’s breach or violation of the

Signature Page

Agreement Title: **Healthy Aging Grant-Ohio Department of Aging**

Approved as to Legal Form Only:

By:  _____
Colleen M. O'Toole,
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: October 31, 2023

Attachment A – Grant Award Specific Provisions

This Attachment to the Agreement specifies provisions for the grant award unique to the specific program awarded to Recipient and is an integral part of the Agreement.

Award Amount

Recipient shall receive the proportional disbursement of the Healthy Aging Grants fund after full execution of this Agreement and submission of an RFF as communicated through a Notice of Grant Award (NGA).

Any subsequent disbursement(s) will be awarded and communicated through a NGA to Recipient.

Recipient will not be required to contribute non-federal support to this project.

Purpose

Established through [House Bill 33 of the 135th General Assembly](#), ALI 490678 will be used by ODA to provide grants to the Recipient to address social determinants of health and to foster improved quality of life for older Ohioans so they may remain in their homes and be connected to their communities, preserve their personal assets, and promote a healthy, independent, active lifestyle. Healthy Aging Grants provide expansion of evidence-informed/evidence-based programs and services in alignment with [Ohio's 2023-2026 State Plan on Aging](#) (SPOA).

Moreover, these grant funds will be leveraged to aid households and local communities' recovery from the most recent COVID-19 pandemic and public health emergency, including supporting older Ohioans disproportionately impacted, many of whom continue to struggle with health and economic consequences. Healthy Aging Grants resolve to address the longstanding health and economic disparities, which amplified the impact of the pandemic in many of Ohio's counties.

ODA grants funds to Recipient who shall use these funds solely to address social determinants of health and support the listed program activities and objectives. This section outlines allowable services and service requirements for using Healthy Aging Grants fund awarded from The U.S. Department of the Treasury.

Scope of Work and Deliverables

ODA grants funds to Recipient who shall provide services to older Ohioans most impacted or disproportionately impacted by the COVID-19 public health emergency or its negative economic impacts.

- "Impacted" older adults are those Ohioans impacted by the COVID-19 virus itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.
- "Disproportionately impacted" older adults are those Ohioans that experienced disproportionate public health or economic outcomes from the pandemic. In many cases, preexisting disparities amplified the impacts of the pandemic, causing more severe impacts in underserved communities.

While the Recipient may self-identify at-risk older Ohioans residing in their service area, the Recipient is highly encouraged to direct services to the following priority populations:

- Low-or-moderate income older Ohioans (income at or below [300 percent of the Federal Poverty Guidelines](#) or income at or below 65 percent of the area median income for the county and size of household based on the most recently published data);
- Unemployed older adults;
- Older adults experiencing increased food or housing insecurity; and/or,
- Other priority populations as identified in the SPOA (page 16).

Grant funds shall be utilized to provide those services as permitted by the U.S. Department of the Treasury [Final Rule \(31 CFR Part 35\)](#) and approved by ODA.

Recipient shall allocate a portion of funding received to the following services:

- At least twenty percent (20%) of total allocation to support **food assistance** services, including:
 - Nutrition strategies included in the SPOA (page 103);
 - Senior nutrition programs, such as home-delivered meals; and/or,
 - Assistance in accessing and/or applying for public benefits or services, such as the Supplemental Nutrition Assistance Program (SNAP).
- At least twenty percent (20%) of total allocation to support **housing assistance** services, including:
 - Housing quality and affordability strategies included in the SPOA (page 101);
 - Programs and services to support long-term housing security, such as rental/mortgage assistance, utility assistance, counseling, and legal aid to prevent homelessness and eviction;
 - Home repair and/or home weatherization, such as home modifications to improve an older adult's mobility and safety within their residence;
 - Air quality improvement, including maintenance and improvements to residential filtration and indoor heating, ventilation, and air conditioning (HVAC) systems;
 - Programs or services to support long-term housing security; and/or,
 - Assistance in accessing and/or applying for public benefits or services, such as Home Energy Assistance Program (HEAP).
- At least ten percent (10%) of total allocation to support **internet access and digital literacy** services, such as programs to support social connectedness and the preservation of independence included in the SPOA.

Recipient may allocate the remaining funds to provide evidence-based/evidence-informed services as permitted by the U.S. Department of the Treasury [Final Rule \(31 CFR Part 35\)](#) that are in alignment with the SPOA to address social determinants of health for older Ohioans, including:

- Community conditions, including strategies to improve:
 - Financial stability (SPOA page 100);
 - Housing quality and affordability (SPOA page 101); and/or,
 - Transportation (SPOA page 102);
- Healthy living, including strategies to improve:
 - Nutrition (SPOA page 103); and/or,
 - Physical activity (SPOA page 104);
- Access to care, including strategies to improve:

- Health insurance enrollment, including outreach and advocacy (SPOA page 105); and/or,
- Family caregiver supports (SPOA pages 107 - 108);
- Social Connectedness, including strategies to improve:
 - Social inclusion (SPOA page 109); and/or,
 - Volunteerism (SPOA page 110);
- Population Health, including strategies to reduce:
 - Cognitive difficulty (SPOA page 111);
 - Hypertension (SPOA page 112); and/or,
 - Depression (SPOA page 113); and/or,
- Preserving Independence, including strategies to improve:
 - Chronic pain management (SPOA page 114); and/or,
 - Falls risk and mobility (SPOA page 115).

Capital Expenditure Restriction

Recipient may not use funds for capital expenditures. Additions, improvements, modifications, replacements, rearrangements, reinstallation, renovations, or alterations to capital assets that materially increase their value or useful life are not permitted.

Ordinary repairs and maintenance to a home environment that are directly related to reducing the risk of falling and improving the general safety, accessibility, and functional abilities of an older adult are permitted.

Ordinary repairs and maintenance include, but are not limited to, repairs and/or maintenance of:

- Home exteriors, such as adding exterior lighting, correcting safety hazards, installing ramps or handrails, and/or fixing uneven pathways;
- Home interiors, such as installing railings and/or grab bars and repairing flooring transitions and electrical outlets;
- Residential HVAC systems; and/or
- Residential roofs.

Recipient shall be aware that repair and maintenance work may prompt or require an environmental review and/or require permits or inspection from local and/or state governing agencies. Recipient shall require that all work funded by this Agreement be completed in compliance with local and/or state building codes and residential and environmental laws, rules, and regulations.

Exceptions may be approved on a case-by-case basis. Recipient may request an exception as it relates to capital expenditures to HealthyAgingGrants@age.ohio.gov.

Recipient may retain up to ten percent (10%) of total funds received for the administration of the project. Administration costs must be reasonable and allocable as outlined in [2 CFR 200.404](#) and [2 CFR 200.405](#). Recipient may charge both direct and indirect administrative costs so long as they are accorded consistent treatment per [2 CFR 200.403](#).

To ensure understanding and familiarity with the SPOA, ODA will facilitate an overview webinar. This webinar will be recorded and made available to the Recipient. Additional Recipient technical assistance will be provided by the ODA project manager(s) and communicated to the Recipient.

Matching Requirements

Recipient will or will not (check one) be required to provide matching funds for the purposes of this grant agreement.

Funding Source

The original source of these funds being awarded to Recipient through this agreement is:

Awarding Agency: U.S. Department of Treasury/State of Ohio

Pass-through Entity: Ohio Department of Aging

Program Name: Healthy Aging Grants

Grant Funding Source: Federal State Other

Funding Request Type

The funding methodology for requesting funds is:

Advance Reimbursement

Reporting Requirements

Recipient shall submit programmatic and financial reports under this Agreement to ODA as follows:

Recipient shall report services funded under this Agreement to ODA on a quarterly basis. All reports submitted reflect cumulative progress, from the start of the grant period. Recipient shall utilize the Healthy Aging Grants Report Template (**Attachment C**) to complete and submit a report in accordance with the following reporting schedule:

Report	Reporting Period	Report Due (on/before)
1	10/1/2023 – 12/31/2023	1/10/2024
2	10/1/2023 – 3/31/2024	4/10/2024
3	10/1/2023 – 6/30/2024	7/10/2024
4	10/1/2023 – 9/30/2024	10/10/2024
Final	10/1/2023 – 9/30/2024	10/31/2024

All quarterly reports shall be submitted and uploaded on or before the report due date via the [Ohio Grants Portal](#).

Recipient shall utilize the Healthy Aging Grants RFF Template (**Attachment D**) to complete and submit any Request for Funds Forms (RFF) and final RFF report. The initial and any subsequent requests are due seven (7) days after receipt of the Notice of Grant Award (NGA) from ODA. The final RFF report, with appropriate supporting accounting documentation, is due October 31, 2024. Completed RFFs with all required Recipient signatures shall be submitted to ODA via the ODAINVOICES@AGE.OHIO.GOV email address by the specified due dates. Instructions for completing the form are contained within the 'instructions' tab of the template.

To ensure understanding and familiarity with reporting elements, ODA will facilitate training. This webinar will be recorded and made available to the Recipient. Additional technical assistance will be provided by the ODA project manager(s).

ATTACHMENT B STANDARD AFFIRMATION AND DISCLOSURE FORM

Recipient affirms, understands, and will abide by the requirements of Executive Order 2019-12D and Executive Order 2022-02D regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies, and both the Recipient and any subcontractor(s) shall comply with this prohibition.

Recipient shall provide all the name(s) and location(s) where services under this Contract will be performed and where data is located in the spaces provided below or by attachment. Failure to provide this information may result in no award. If the Recipient will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Recipient:

25 W. Jefferson Street
(Address)

Jefferson, OH 44047
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Recipient:

(Address)

(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

(Name)

(Address, City, State, Zip)

3. Location where state data will be located, by Recipient:

(Address)

(City, State, Zip)

Name/Location(s) where state data will be located by subcontractor(s):

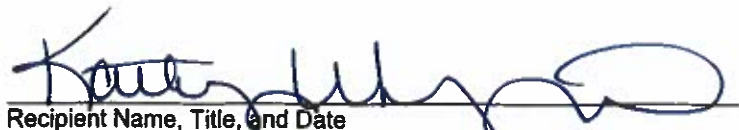
(Name)

(Address, City, State, Zip)

Recipient also affirms, understands, and agrees that Recipient and its subcontractors are under a duty to disclose to ODA any change or shift in the principal location of business and location of services performed by Recipient or its subcontractors before, during and after execution of any contract with ODA. Recipient agrees it shall notify ODA immediately of any such change or shift in location of its services of the Recipient or its subcontractors. ODA has the right to immediately terminate the contract, unless a duly signed waiver from ODA has been attained by the Recipient to perform the services outside the United States.

On behalf of the Recipient, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Recipient may enter into with ODA and is incorporated therein.

By:



Recipient Name, Title, and Date

Vice President 10-31-23

ATTACHMENT E - Federal Terms and Conditions

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.

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 subjection 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.

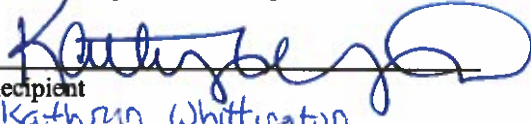
6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which 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 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
Kathryn Whittington

10-31-23

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.