

**RESOLUTION ACCEPTING AND APPROVING GRANT AGREEMENTS BETWEEN THE ASHTABULA COUNTY COMMISSIONERS AND OHIO DEPARTMENT OF DEVELOPMENT FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) – PY 23 LEAD SAFE OHIO PROGRAM**

WHEREAS, Jake Brand, Director of Planning and Development has presented a grant agreement for the approval of the board, to-wit:

**Parties:** Ohio Department of Development, 77 S. High St P.O. Box 1001, Columbus, OH 43216-1001  
Ashtabula County Commissioners, 25 W. Jefferson St., Jefferson, OH 44047

**Description:** PY 23 LEAD SAFE OHIO PROGRAM  
Lead Safe Renovations (LSR) \$750,000.00  
Lead Abatement \$ 50,000.00  
Equipment (HEPA-vacs) \$ 10,000.00  
Admin \$ 90,000.00  
  
Totaling \$900,000.00

**Grant Period:** retroactive to December 1, 2023 to April 30, 2026

**Amount:** \$900,000.00 total program budget including other sources of funds, see chart below for further details:

<b>Awarded Program Budget</b>	
<b>Budget Category</b>	<b>Category Cost</b>
Lead Safe Renovations (LSR)	\$750,000
Lead Abatement	\$50,000
Lead Cleaning Only	\$0
Equipment	\$10,000
Administration	\$90,000
<b>Total Awarded:</b>	<b>\$900,000</b>

WHEREAS, the grant has been reviewed and it is found that such a grant is necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the above grant award is accepted and the agreements approved in accordance with the copy now 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. 2024-47

January 09, 2024

**RESOLUTION ACCEPTING AND APPROVING GRANT AGREEMENTS BETWEEN  
THE ASHTABULA COUNTY COMMISSIONERS AND OHIO DEPARTMENT OF  
DEVELOPMENT FOR STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) –  
PY 23 LEAD SAFE OHIO PROGRAM**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

**VOTE:**

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

Aye  
Aye  
Aye

**CERTIFICATE OF CLERK**

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



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

## PY 2023 Lead Safe Ohio

### State of Ohio State and Local Fiscal Recovery Funds (SLFRF) Lead Safe Ohio Program Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the State of Ohio, Department of Development (the "Grantor") and **Ashtabula County** (the "Grantee"), for the period **12/1/2023 to 4/30/2026**.

#### Background Information

- A. The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program authorized by the American Rescue Plan Act, delivers funds to state, territorial, local and tribal governments to support their response to and recovery from the COVID-19 public health emergency.

Pursuant to Ohio House Bill 45 of the 134<sup>th</sup> General Assembly ("House Bill 45"), appropriation item 1956F6, ARPA Lead Prevention and Mitigation (herein referred to individually as "Project" or collectively as "Projects").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

#### Statement of the Agreement

- 1. Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$900,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
- 3. Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by Grantee and expended on activities included in Attachment A: Scope of Work. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require

## PY 2023 Lead Safe Ohio

delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor. Grantee will follow the terms and conditions of the U.S Department of the Treasury, **Attachment F: Award Terms and Conditions**.

4. **Term.** The parties agree the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with **Program Policy 20-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications**, which is attached hereto and made a part hereof.
9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
10. **Inspections.** At any time during normal business hours upon three days' prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

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11. **Audits.** Grantee shall ensure the Grant Funds are audited according to the requirements of **Attachment E: Grant Administration Guidelines**, which is attached hereto, made a part hereof, and incorporated herein by reference.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 15, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
14. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the O.R.C., including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
15. **Termination**
  - a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
    - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
    - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
    - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
  - b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location.

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The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 16 of this Agreement.

16. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
17. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
18. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official 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 such 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. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **Program Policy 15-07: Resolving a Potential Conflict of Interest**.
19. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
20. **Adherence to State and Federal Laws, Regulations.**
  - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and

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all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- b. Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 21. Outstanding Liabilities.** Grantee represents and warrants it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 22. Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **O.R.C. Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **O.R.C. Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
- 23. Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **O.R.C. 149.43** and are open to public inspection unless a legal exemption applies.
- 24. Miscellaneous.**

  - a. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
  - b. Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any

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way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such 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.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
  - i. In the case of Grantor, to:  
  
Ohio Department of Development  
Office of Community Enhancements  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Deputy Chief
  - ii. In the case of Grantee, to:  
Ashtabula County  
25 West Jefferson Street Jefferson, OH 44047
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **Program Policy 20-01: Grant Operations and Financial Management Policy**.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

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- h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or sub-granted by Grantee without the prior express written consent of Grantor. Additional information found in **Program Policy 15-01: Responsibility for Grant Administration.**
- j. Permissible Expenses.** If “travel expenses,” as defined in **Ohio Administrative Code Section 126-1-02 (the “Expense Rule”)**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be “non-reimbursable travel expenses” under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format (“PDF”) shall be deemed to be originals for purposes of execution and proof of this Agreement.

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**Signature**

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

**Grantee:**   
Ashtabula County

**Grantor:**  
State of Ohio  
Department of Development

Authorized Official

By:

  
Printed Name: \_\_\_\_\_  
President

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_  
1-9-24

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PY 2023 Lead Safe Ohio**

**Attachment A: Scope of Work and Budget**

<b>Grantee Information</b>	
Grantee	Ashtabula County
Address	25 West Jefferson Street Jefferson, OH 44047
County(ies)	Ashtabula
Phone	(440) 576-3750
UEIN	RM9CH33J2GL5

<b>Grant Information</b>	
CFDA	
Program	Lead Safe Ohio
Grant Number	LED-2023 - 202347
Grant Award	\$900,000

<b>Grant Dates</b>	
Award Date	12/1/2023
Milestone #1: 50% funds obligated	3/31/2024
Milestone #2: 90% funds obligated	5/31/2024
Claw Back for Reallocation	7/1/2024
Work Completion Date	2/28/2026
Final Draw Date	3/31/2026
Final Report Due	4/30/2026

**Project Description**

Lead Safe Ohio Program has provided funding for construction activities for homes, congregate care settings, and childcare facilities built before 1978, with an emphasis on work in high-risk zip codes and Ohio's low to moderate income populations. Funds can be utilized for lead safe renovation, lead abatement and mitigation activities, and purchase of equipment such as XRF analyzers and HEPA-vacs. The breakdown of budgeted program activities is detailed in the table below.

<b>Awarded Program Budget</b>	
<b>Budget Category</b>	<b>Category Cost</b>
Lead Safe Renovations (LSR)	\$750,000
Lead Abatement	\$50,000
Lead Cleaning Only	\$0
Equipment	\$10,000
Administration	\$90,000
<b>Total Awarded:</b>	<b>\$900,000</b>

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<b>Proposed Outcomes</b>		
<b>Property/Equipment Type</b>	<b>Budget</b>	<b>Projected Outcomes</b>
Owner Occupied	\$800,000	16
Renter Occupied	\$0	0
Childcare Facilities	\$0	0
Congregate Shelters	\$0	0
XRF	\$0	0
HEPA-vac	\$10,000	8

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### Attachment B: Program Requirements

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.
2. **Use of Funds.**
  - a. Funding from the Coronavirus State and Local Fiscal Recovery Funds is subject to the requirements specified in the Final Rule released by Treasury on Jan. 6, 2022. Treasury released an Overview of the Final Rule, which provides a summary of major rule provisions to assist recipients and stakeholders.
  - b. The Final Rule took effect on April 1, 2022, recipients may consult the Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule for more information on compliance with the Interim Final Rule and the Final Rule.
  - c. Tool for Determining Low and Moderate Income (LMI) Households provides a spreadsheet to assist recipients in determining income thresholds for the Final Rule's definition of LMI in their jurisdiction and assist with administering the public health and economic response provisions of the Final Rule.
  - d. Must be completed in accordance with all program guidelines and policies as detailed at <https://development.ohio.gov/leadsafeohio>.
3. **Eligible Costs.**
  - a. Expenditures may only be made for those activities contained in **Attachment A: Scope of Work**, which is attached hereto, made a part hereof and incorporated herein by reference. In no case may expenditures be made for an activity considered ineligible under the SLFRF Program or not allowed under House Bill 45.
  - b. Expenses incurred after the execution of House Bill 45 on Jan. 6, 2023, shall be eligible if the project meets the requirements of House Bill 45.
  - c. Amendments to this Agreement may only be made with prior approval by Grantor. Amendments to Attachment A must be made in accordance with the procedures set in **Program Policy 20-01: Grant Operations and Financial Management Policy**.
  - d. Requirements of House Bill 45:
    - i. Of the appropriation item 1956F6, ARPA Lead Prevention and Mitigation, not less than \$20,000,000 in fiscal year 2023 shall be used by the Department of Development, in coordination with the Department of Health, to support lead poisoning prevention projects in the state including, but not limited to, lead-safe building certification, screening and testing for lead poisoning, education and community engagement, and early intervention for children and families impacted by lead.

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- ii. The amount remaining in fiscal year 2023 under the foregoing appropriation item 1956F6, ARPA Lead Prevention and Mitigation, shall be used by the Department of Development for workforce development, recruitment, and retention of lead contractors and to conduct lead abatement services including window and door replacement in residential properties, congregate care settings, and childcare facilities constructed before 1978.
- iii. Any unexpended and unencumbered portion of the foregoing appropriation item 1956F6, ARPA Lead Prevention and Mitigation, at the end of fiscal year 2023 is hereby reappropriated for the same purpose in fiscal year 2024.

4. **Program Income.** Any program income resulting from expenditures of the Grant Funds must be returned to Grantor.

5. **Obligation Requirements.** All funds must be obligated by the Grantee to meet the requirement of U.S Treasury's Final Rule. Obligation is defined as a legally binding contract agreement with a contractor. Contracts must be set up in the Grantor's system in accordance with the milestones detailed in the grant guidelines. Contractor contracts utilizing these funds may not be edited after **Nov. 30, 2024.**

6. **Project Completion Requirements.** All projects, as identified in Attachment A, must be 100% completed and inspected, i.e., work finished and final inspection conducted, by **2/28/2026.** Any work not completed and inspected by this time may not continue without written approval by Grantor. The Grantee must submit the Work Completion form for every project address or an extension will be necessary to complete committed projects. There must be a clause in each contract, funded in whole or in part with SLFRF funds under this Grant Agreement, which stipulates that work be completed no later than **2/28/2026.**

Project completion includes and requires a beneficiary(ies) for all projects identified in Attachment A. Grantee must submit beneficiary data for every project address or an extension will be necessary to complete committed projects.

7. **Drawdown Requests.** All committed SLFRF funds must be 100% drawn for eligible project expenditures by **3/31/2026** or an extension will be necessary to complete committed projects. If any uncommitted, unspent SLFRF funds remain, the grant amount will be reduced without penalty.

8. **Close-Out Requirements.**

- a. Final Performance Reports for Grantee's program, as described in Attachment A, must be submitted to Grantor by **4/30/2026.**
- b. A beneficiary is required for all projects identified in Attachment A. Beneficiary data must be submitted to OCE as part of the Final Performance Report.

If a Final Performance Report is not submitted by **4/30/2026**, due to non-completion of the project, Grantee may request an extension.

9. **Eligibility Criteria.**

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- a. All households assisted with SLFRF must qualify by income at 80% or below of the area median income (AMI), or
  - b. A household with an income over 80% AMI can qualify for assistance if they provide documentation of housing insecurity. Housing insecurity for the purpose of the Lead Safe Ohio program is defined as the household uncertainty of safety and occupants could be jeopardized due to lead based paint concerns.
  - c. If the household is over 80% AMI and has documented housing insecurity, the homes after rehabilitation value limit must be below the established limit for the household to be eligible for the Lead Safe Ohio program. OCE has established after rehab value limit guidance for grantees regarding the HOME program. Lead Safe Ohio program shall follow the same guidance for determining the after-rehab value, however, one state-wide limit has been established for the State of Ohio based on HUD's 2022 published HOME Homeownership Value Limits. The **statewide limit for a home value is \$314,000 for households over 80% AMI.**
  - d. If applicable, Grantees undertaking activities that provide, or assist in providing, a rental housing project must reasonably ensure that the rental housing project will be affordable to those families and individuals targeted for the rental housing project.
  - e. If applicable, Grantees undertaking activities that will provide, or assist in providing, a housing project must prepare and implement a plan to reasonably assist any families and individuals displaced by the housing project in obtaining decent affordable housing.
  - f. Grantee shall not violate **Section 4112.02 of the Ohio Revised Code, Unlawful Discriminatory Practices.**
10. **Construction Standards.** Construction activities carried out under the Lead Safe Ohio program shall be subject to the rules set forth in the Residential Rehabilitation Standards (RRS) or the Residential Code of Ohio as well as any local building codes and regulations. Absent local building codes and regulations, the Residential Code of Ohio shall be the minimum standard applied. Grantor encourages Lead Safe Ohio Grantee to source Ohio-manufactured windows, doors, and other building materials whenever practical.
  11. **Relocation Policy.** Where short-term relocation is required to facilitate funded projects, grantees shall provide relocation assistance as detailed in **Program Policy 22-02: Relocation Policy** found here: <https://development.force.com/OCDTA/s/article/Relocation-Policy>. This policy conforms to HUD requirements found at 24 CFR 570.606.
  12. **Special Condition on Lead-Based Paint.** The Special Condition applies only to residential units, child occupied facilities and congregate shelters undergoing repair where workers who have successfully completed the one-day EPA Renovations, Repair and Painting Training Program apply interim control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the repair work pursuant to 40 CFR part 745 For activities that are covered by this Special Condition, Grantee shall:
    - a. Distribute copies of lead-based paint educational brochures and materials prior to

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performance of any work when required to by **40 CFR part 745** and get a receipt from the occupant that they have received the pamphlet entitled Renovate Right and found at <https://www.epa.gov/lead/renovate-right-important-lead-hazard-information-families-child-care-providers-and-schools>.

- b. For repair projects not otherwise exempt, all painted surfaces which may be disturbed by the repair **shall** be treated as though they contain lead-based paint. For projects disturbing known or presumed lead-based paint use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by the Ohio Department of Health (ODH) as required in 40 CFR Part 745.
- c. Use clearance technicians who are trained by an ODH approved training provider or use a licensed Lead Paint Inspector/Risk Assessor or a licensed Clearance Technician to clear units after rehabilitation. Clearance testing shall be conducted consistent with the **Ohio Administrative Code (OAC) 3701-32.12**.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where repair work has been performed on assisted projects funded by Grantee and furnish such information to Grantor personnel upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after closeout of the program and allows Grantor to inspect these records upon request at any time during the three years after completion.
- f. Have scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- g. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination.
- h. Include the following provisions in each contract for repair in a lead-safe manner that is supported with these funds:
  - i. That the contractor shall make available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the repair is going on the entire work site, work specifications, and any documents related to the project.
  - ii. That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
  - iii. That the contractor:

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1. Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed abatement contractors or workers); and
  2. Shall provide such documentation to Grantor personnel upon request.
- iv. That Grantee will terminate an agreement with any contractor who does not do the repair work in a lead-safe manner consistent with the EPA Renovation, Repair and Painting rule (RRP), found at 40 CFR Part 745, and who fails to correct the inconsistent work practices.
- v. That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead safe manner.

**13. Special Condition on Lead-Based Paint, if combined with HUD funding.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation or repair with these funds where a lead-safe renovator or lead abatement contractor listed by Ohio Department of Health (ODH) applies interim or abatement control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to **24 CFR Part 35.930**. This Special Condition does not apply to units that are listed as exempt at **24 CFR Part 35.115**. If funding is being utilized only for supportive measures, Grantee may follow 11 above. For activities that are covered by this Special Condition, Grantee shall:

- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by **24 CFR35.130** and get a receipt from the occupant that they have received the pamphlet.
- b. Use only Lead Abatement Contractors licensed by ODH.
- c. Use clearance technicians licensed by ODH or use a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on assisted projects funded by Grantee and furnish such information to Grantor upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allow Grantor to inspect these records upon request at any time during the three years after completion.
- f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any

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time during this three-year time period.

- g. Have a scope of work prepared by persons who have, at a minimum, successfully obtained a lead abatement contractor license.
- h. A contractor awarded a bid for a lead hazard control job must be licensed by the State of Ohio as a lead abatement contractor and must employ only licensed lead abatement contractors or workers. All lead abatement contractors must follow all HUD, United States Occupational Safety and Health Administration (OSHA), US EPA, state, and local regulations when performing lead hazard control work. Guidelines at <https://odh.ohio.gov/know-our-programs/lead-licensure-and-accreditation-program/laws-and-rules>
- i. Specify in the scope of work for projects involving lead-safe renovation or lead abatement each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- j. Include the following provisions in each contract for renovation, rehabilitation, or paint repair that is supported with these funds:
  - 1) That the contractor shall make the project and its files available for inspection by Grantor, Grantee, or ODH compliance officers during normal business hours anytime while the renovation, rehabilitation, or paint repair is being completed. This includes the entire work site, work specifications, and any documents related to the project.
  - 2) That the contractor will do work in accordance with **24 CFR Part 35** and **O.A.C. 3701-32** in order to protect both workmen and occupants.
  - 3) That the contractor:
    - a) Shall maintain at the work site documentation of certification of all persons working on the project who maintain an abatement contractors or workers ODH license.
    - b) Shall provide such documentation to Grantor upon request.
  - 4) That Grantee will terminate an agreement with any contractor who does not do the repair work in a manner consistent with **24 CFR 35.900 to 35.940**, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.
  - 5) That Grantee will not pay for repair work done in a non-lead safe manner.
  - 6) That each HUD-assisted unit that is subject to repair must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by **O.A.C. 3701-32-12**.

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- 7) That a laboratory approved by the director of ODH shall conduct the analysis of all environmental samples.

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### **Attachment C: Reporting Requirements**

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report quarterly, at minimum, or within 15 days of request by Grantor.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in **2 CFR 200**.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the Final Closeout of this Agreement per **2 CFR 200.333**. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

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### Attachment D: Grantee Assurances and Certifications

Grantee hereby assures and certifies to the following conditions:

1. For any individual and/or family receiving assistance under the provisions of this Agreement that violates the program requirements, Grantee may terminate assistance in accordance with a formal process as established by Grantee. Such process must recognize the right of individual(s) affected, which may include a hearing.
2. Grantee shall provide all eligible activities under this program in a manner that is free from religious influences and in accordance with the following principles:
  - a. It will not discriminate against any person applying for any of the eligible activities under this Program on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion;
  - b. It will not discriminate against any person applying for any of the eligible activities under this Program on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion; and
  - c. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of eligible activities under this Program.
3. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of **24 CFR Part 35, subparts A, B, J, K and R.**
4. Within 30 days after the Grant Period ends or this Agreement is terminated, Grantee shall repay to Grantor any unspent Grant Funds drawn pursuant to this Agreement as well as any unauthorized expenditure of Project Funds.

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### Attachment E: Grant Administration Guidelines

Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award.

Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, 77 South High Street Columbus, Ohio 43215-6130.

1. **Single Audit:** Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements.

The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants.

Single audits must be performed by an independent public accountant. Grantees must forward audits, as part of the reporting package, to the Federal Audit Clearinghouse within 30 days following its release by the audit firm, but no later than nine months following the Grantee's fiscal year end. The Grantee is required to notify Grantor within seven days following submission that the audit and reporting package were sent to the Federal Audit Clearinghouse. The notification should be made to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov). The Grantee may also, but is not required, to include a copy of the audit report with the notification.

2. **Grant Specific Audit:** Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement.

A grant specific audit must be performed by an independent public accountant.

Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period. The audit can be sent via email to [singleaudit@development.ohio.gov](mailto:singleaudit@development.ohio.gov) or mailed to the address above.

3. **Audit Standards:** Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.

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### Attachment F: Award Terms and Conditions

#### 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 the date detailed in Attachment A.

**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 years after all funds have been expended or returned to Treasury, whichever is later.

**5. Pre-award Costs.** Costs incurred before the execution of House Bill 45, 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.

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### 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;

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- 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

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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.

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**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.