



Introduction

COVID-19 Indoor Air Quality Assistance allows the following eligible Ohio non-governmental employers to receive financial assistance on a reimbursement basis for eligible inspections, assessments, maintenance, and/or improvements to indoor heating, ventilation, and air conditioning ("HVAC") systems to control the spread of the novel coronavirus COVID-19: licensed nursing homes, licensed assisted living facilities, adult day centers, licensed intermediate care facilities, licensed hospices, senior centers, licensed Class 2 and Class 3 Residential Treatment providers (adult care facilities), residential waiver settings (group homes), and certified substance use disorder residential treatment centers. Eligible expenses are goods which are installed, operational, and put in service, and services received for these purposes, on or after March 1, 2020, and through Oct. 15, 2021. Funding for this program is part of federal financial assistance provided to the State of Ohio from the US Department of the Treasury. Funds were awarded under the Social Security Act, as amended by Section 5001 of the Coronavirus, Aid, Relief, and Economic Security Act ("CARES Act") as the Coronavirus Relief Fund ("CRF"). Funding and use of funds are subject to the provisions and guidelines established by Section 601(a) of the Social Security Act, as added by Section 5001 of the CARES Act. A list of eligible expenses is included in this application. Full documentation of expenditures is required for reimbursement.

Instructions

You must complete all sections of this application. The completed application and all required documentation must be submitted to BWC by Oct. 15, 2021. Required documentation includes all invoices, proof of payment, and receipts for eligible goods or services for which reimbursement is sought. Missing information will delay processing or result in denial of the application. If you have any questions, please contact us at 1-800-644-6292 or send your questions via email to grants@bwc.state.oh.us. Note that Section III (Statement of Agreement) requires a signature, employer's legal name, and principal business location. Once complete, print, sign, and email this entire application and all required documentation to grants@bwc.state.oh.us.

Section I: Employer information

Name of employer: \_\_\_\_\_

Doing business as (DBA) name: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP code: \_\_\_\_\_

Physical Ohio address (where service or HVAC equipment is utilized): \_\_\_\_\_

City: \_\_\_\_\_ State: OH ZIP code: \_\_\_\_\_

County: \_\_\_\_\_

BWC policy number: \_\_\_\_\_ Federal tax ID number: \_\_\_\_\_

Employer contact name: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_ Ext. \_\_\_\_\_

Email address: \_\_\_\_\_



**Section II: Qualification information**

1. Type of facility: (**select one**, if your facility holds more than one license a separate application is needed for each license applying)

**Licensed with Ohio Department of Health**

Nursing home – License # \_\_\_\_\_

Assisted living – License # \_\_\_\_\_

Hospice – License # \_\_\_\_\_

**Licensed/Certified with Ohio Department of Mental Health and Addiction Services**

Substance use disorder residential treatment provider – Certification # \_\_\_\_\_

Class II or Class III residential treatment provider – License # \_\_\_\_\_

**Ohio Department of Developmental Disabilities Service Providers**

Adult day services – Medicaid # \_\_\_\_\_

Intermediate care facility – Facility # \_\_\_\_\_

Residential waiver setting (group home) –  This is subject to verification from the Ohio Department of Developmental Disabilities

**Ohio Department of Aging Service Providers**

Adult day center – Medicaid # \_\_\_\_\_

Senior center –  This is subject to verification from the Ohio Department of Aging.

2. Number of people currently in the physical Ohio location utilizing the eligible assistance. Staff includes all personnel working at the physical Ohio location where services are provided, or where equipment is in service, regardless of employer, job duties, and whether employment is full-time or part-time.

\_\_\_\_\_ Residents and/or clients

\_\_\_\_\_ Staff



Section III: AGREEMENT between OHIO BUREAU OF WORKERS' COMPENSATION

and

Employer's Full Legal Name

Agreement between the Ohio Bureau of Workers' Compensation and Employer

This is an agreement by and between (hereinafter, "Employer"), with its principal place of business located at, Ohio, and the State of Ohio, Bureau of Workers' Compensation (hereinafter, the "BWC"), having offices at 30 W. Spring St., Columbus, OH 43215-2256, entered into the day, month and year set out below.

Whereas, the administrator of workers' compensation may issue financial assistance on a reimbursement basis to defray the costs incurred by an employer who elects to participate in the COVID-19 Indoor Air Quality Assistance Program (hereinafter, "IAQ Assistance Program"), wherein an employer may receive reimbursement for projects which improve indoor air quality.

Therefore, the Employer agrees to the following conditions should an award be made.

Eligibility — Acceptance of the employer into IAQ Assistance Program is contingent upon Employer's/Beneficiary's: (a) submission and approval of an application, and (b) demonstrated qualifications for receiving the assistance.

Distribution of assistance— Subject to the conditions precedent in this agreement and subject to available BWC resources, Employer/Beneficiary agrees that the total sum of the IAQ Assistance reimbursement issued by BWC shall not exceed \$15,000 for equipment and/or services.

Employer/Beneficiary responsibilities — The Employer/Beneficiary receiving reimbursement through the IAQ Assistance Program promises to fully comply with the program requirements as outlined in the Application, Instructions, and Policy which are all fully incorporated herein by reference. The Employer/Beneficiary will be responsible for using the awarded reimbursement in the manner for which it is intended and is required to provide BWC with documentation prior to approval. This documentation may include, but is not limited to, an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification ("IRS Form W-9") and original invoices, canceled checks or other proof of payment, and receipts verifying that all assistance is for Employer/Beneficiary eligible costs incurred for approved equipment and services, and the Employer/Beneficiary has complied with the conditions of the IAQ Assistance Program. The Employer/Beneficiary understands that approved equipment reimbursed may not be leased or rented to other entities by the Employer/Beneficiary. Further, the Employer/Beneficiary agrees not to eliminate jobs due to participation in the IAQ Assistance Program.

The Employer/Beneficiary acknowledges and understands that they are a non-governmental licensed nursing home, licensed adult living facility, adult day center, licensed intermediate care facility, licensed hospice, senior center, licensed Class 2 and Class 3 Residential Treatment provider (adult care facility), residential waiver setting (group home), or certified substance use residential treatment provider in the State of Ohio.

The Employer/Beneficiary acknowledges and understands that the Employer/Beneficiary has not received, and shall not receive, a grant or loan through the federal Small Business Administration Payroll Protection Program ("PPP") or Economic Injury Disaster Loan ("EIDL") Program for the same expenditures contained within Appendix A of this Application.

The Employer/Beneficiary acknowledges and understands that IAQ Assistance is for necessary eligible heating, ventilation, and air conditioning ("HVAC") expenditures to prevent the spread of the novel coronavirus COVID-19. The Employer/Beneficiary acknowledges and understands that routine maintenance expenditures, or expenditures contained within its most recent budget prior to March 27, 2020, are not eligible for assistance. A list of eligible goods and services for financial assistance on a reimbursement basis are provided in the Application.

The Employer/Beneficiary agrees to allow BWC to publish IAQ Assistance Program results, including but not limited to data, videos, specifications, and/or photos for the purposes of marketing, illustrating, educating, and/or training employers and employees.

Time of performance — Applications for IAQ Assistance must be received by Oct. 15, 2021. The Employer/Beneficiary agrees that any service must be received, and any goods purchased must be installed, operational, and put in service between March 1, 2020, and Oct. 15, 2021. All required documentation must be submitted to BWC by Oct. 15, 2021. The Employer/Beneficiary is notified that IAQ Assistance funds are subject to time of performance limitations contained in the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, and BWC is unable to waive any time of performance limitations.

Audit Compliance: The Employer/Beneficiary understands that IAQ Assistance funds are subject to audit by various state and federal entities, including but not limited to BWC, the Ohio Office of Budget and Management, the US Department of Treasury, and the US Department of Treasury Inspector General. The Employer/Beneficiary is aware that an audit may require disclosure of all documentation, including but not limited to invoices, service records, reports, proof of payment, and receipts, of equipment purchases and services rendered. Moreover, the Employer/Beneficiary agrees that a state or federal entity conducting an audit may personally or visually inspect equipment installed or serviced with IAQ Assistance funds.



**Records Retention:** The Employer/Beneficiary agrees to retain all documentation, including but not limited to applications, invoices, service records, reports, proof of payment, and receipts, related to the IAQ Assistance Program for a minimum period of five (5) years following receipt of IAQ Assistance funds.

**Disqualification** — If for any reason the Employer/Beneficiary participating in the IAQ Assistance Program fails to satisfy one or more of the criteria established in the Application, Instructions, and this Agreement, including but not limited to the obligations described in the Employer/Beneficiary responsibilities and Time for performance sections, the Employer/Beneficiary may be disqualified from the program. Disqualification will result in the termination of BWC's obligations under this agreement. BWC, and other state and federal entities, reserve the right to recover IAQ Assistance funds by one or more of the following methods: billing the Employer/Beneficiary for the IAQ Assistance funds received, forwarding the Employer's/Beneficiary's information to the Office of the Attorney General of Ohio for collection, set-off, recoupment, or other administrative, civil, and/or legal remedy.

If the Employer/Beneficiary merges, transfers, or combines its business after receiving IAQ Assistance, the Employer/Beneficiary is responsible for notifying the successor employer of the obligations under the IAQ Assistance Program. The successor employer may be liable to repay any and all previously paid IAQ Assistance funds if these obligations are not met.

**Disclaimer** — If implemented correctly by the Employer/Beneficiary, the goal of the IAQ Assistance program is to substantially reduce or eliminate injury and illness in the workplace and, hence, claims associated with the affected processes. BWC does not guarantee or warrant that the implementation of such a plan will result in a substantial reduction or elimination of injuries and illnesses in the workplace. In the event of an injury or occupational disease arising from the implementation of the program, the Employer's/Beneficiary's and the employee's sole and exclusive remedy shall be pursuant to workers' compensation laws of the appropriate jurisdiction. In no event, shall BWC be liable for any damages in contract or in tort.

**Taxability of IAQ Assistance Disclaimer** – The Employer/Beneficiary understands that IAQ Assistance are funds received from the federal government, and these funds may be taxable. The Employer/Beneficiary understands that each employer/beneficiary is in a unique tax situation, and BWC is unable to offer advice on whether receipt of IAQ Assistance creates a taxable event for the Employer/Beneficiary. If the Employer/Beneficiary desires an opinion on which they can rely, the Employer/Beneficiary understands a legal counsel, accountant, or tax advisor should be consulted. Moreover, any costs of seeking an opinion on the taxability of IAQ Assistance is solely the responsibility and discretion of the Employer/Beneficiary, and BWC shall not be liable for any costs or expenses related to seeking an opinion on the taxability of IAQ Assistance.

**Ohio elections law:** The Employer/Beneficiary hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of Ohio Revised Code (ORC) Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of ORC Section 3517.13

**Conflicts of interest and ethics compliance certification:** The Employer/Beneficiary affirms that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting contract. In addition, the Employer/Beneficiary affirms that a person who is or may become an agent of the Employer/Beneficiary, not having such interest upon execution of this contract shall likewise advise BWC in the event it acquires such interest during the course of this agreement. The Employer/Beneficiary agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the ORC governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with BWC, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to BWC or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

**Non-Discrimination and Equal Employment Opportunity:** The Employer/Beneficiary will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders. The State encourages the Employer/Beneficiary to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.



initials

Authority — By initialing this box, the person signing below for the employer states that he or she is either the owner, chief executive officer, chief financial officer, plant manager, or other person having fiduciary responsibilities with the Employer/Beneficiary, with the authority to bind the Employer/Beneficiary to the terms and conditions of this Agreement, and the Employer/Beneficiary agrees that the signer, or his or her successor, will have the authority to oversee the carrying out the Employer's/Beneficiary's responsibilities for five years after BWC issues the funds. The signer's authority shall continue until the Employer/Beneficiary notifies BWC of the name of the successor.

initials

Warning – By initialing this box, the person signing below for the Employer/Beneficiary understands the signer, and/or the Employer/Beneficiary, may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious, and/or misleading or fraudulent statements made, or if funds are misused, misapplied, misappropriated, or not used in any way, or are used for purchases or services not associated with expenditures contained in Appendix A and submitted with this application.

As the duly authorized representative of the Employer/Beneficiary, I certify, attest, and agree that the Employer/Beneficiary:

- 1. Has the legal authority to apply for federal or state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning and management of the funds from the CARES Act funds and that the signatory has the authority to obligate the Employer/ Beneficiary.
2. Affirms this assistance will be used to cover costs that:
a) Are necessary expenditures incurred due to the public health emergency with respect to the novel coronavirus COVID-19;
b) Were not accounted for in the Employer's/Beneficiary's budget prior to March 27, 2020 (the date of enactment of the CARES Act) for the Employer/Beneficiary;
c) Were incurred during the period that begins on March 1, 2020, and ends on Oct. 15, 2021; and
d) Were not previously reimbursed or funded through the Small Business Administration Payroll Protection Program (PPP) or Economic Injury Disaster Loan Program (EIDL).
3. Will comply with any conditions of the approved state legislation providing this funding to include but not limited to establishing a resolution or ordinance to comply with the federal requirements for use of these funds.
4. Will comply with any audit conducted by any state or federal entity concerning use of this funding.
5. Will retain all documentation concerning use of this assistance, including but not limited to invoices, proof of payment, service records, reports, and receipts, for a minimum of five (5) years following the date assistance is received.

In witness whereof, Employer/Beneficiary, by and through the authorization above, hereunto affixes their signature this day of Month Day, 20 Year.

Employer's full legal name

Federal tax ID

Title

Name (please print)

Signature



Appendix A: Expenses – Complete the table below to calculate funding for each assistance category requested. A table of qualifying expenses is available on the next page.

Table with 4 columns: Item, Quantity, Cost, Total. Rows include Inspection and assessment costs, System improvement and maintenance costs, and summary rows for Line A, Line B, and Total requested reimbursement.

What qualifying expense category/categories does your intervention(s) address? Select all that apply. See List of Qualifying Expenses for more information.

Inspection & Assessment
 Maintenance  Ventilation  Filtration

Improvement & Maintenance
 Maintenance  Ventilation  Filtration  Secondary Devices



List of Qualifying Expenses – Any of the below items are considered qualifying expenses. If you have questions about more specific items, or are unsure if an item or service may qualify, please contact us at [grants@bwc.state.oh.us](mailto:grants@bwc.state.oh.us).

The Employer/Beneficiary is notified that IAQ Assistance funds are subject to audit, and the Employer/Beneficiary must retain all records related to the application for, and expenditure of, IAQ Assistance funds for a minimum of five (5) years following receipt of IAQ Assistance funds. Records includes, but is not limited to invoices, reports, service records, proof of payment, and receipts. Unless specified as “upon request,” all items required below must be submitted with the application. The Employer/Beneficiary is notified that all services must be completed, and all goods must be installed, operational, and put in service, by Oct. 15, 2021.

**(Inspection & Assessment): Execution of deferred maintenance or repair**

| Maintenance  |  |
|--|--|
| Facility action  | Requirement  |
| Engineering services, Recommissioning, or Retro-commissioning of existing HVAC systems related to improving indoor air quality | Invoices, proof of payment, and receipts for commissioning or engineering service provided by certified commissioning provider (CxP) or Professional Engineer (PE) |
| Servicing of HVAC/ventilation system to ensure ventilation and outdoor air intake systems are operating as intended            | Invoices, proof of payment, and receipts from licensed HVAC contractor. Upon request, service records from licensed HVAC contractor.                               |
| Purchase of failed temperature, humidity, and CO2 monitoring for improved IAQ monitoring                                       | Invoices, proof of payment, and receipts for new equipment purchased related to temperature, humidity, and CO2 monitoring.   |

| Ventilation   |   |
|---|---|
| Facility action   | Requirement   |
| Recommissioning or retro-commissioning of existing ventilation systems related to improving or increasing ventilation                               | Invoices, proof of payment, and receipts for commissioning or engineering service provided by certified commissioning provider (CxP) or Professional Engineer (PE). |
| Verification or review that the existing systems are providing code required ventilation (Ohio Mechanical Code/ASHRAE Standard 62.1 or ASHRAE 62.2) | Invoices, proof of payment, and receipts for commissioning or engineering service provided by Professional Engineer (PE).   |
| Purchase of new temperature, humidity, and CO2 monitoring for improved IAQ monitoring   | Invoices, proof of payment, and receipts for new equipment purchased related to temperature, humidity, and CO2 monitoring.  |

| Filtration  |   |
|---|---|
| Facility action   | Requirement   |
| Purchase of MERV-13 or higher filters for HVAC systems to improve IAQ | Invoices, proof of payment, and receipts for new filters. Upon request, commissioning or engineering report indicating recommendation for increased filtration and will not harm existing systems provided by a certified commissioning provider (CxP) or Professional Engineer (PE). |

**(Improvement): Enhancement to an existing system/facility**

| Maintenance  |  |
|--|--|
| Facility action  | Requirement  |
| Purchase of additional temperature, humidity, and CO2 monitoring for improved IAQ monitoring | Invoices, proof of payment, and receipts for new equipment purchased related to temperature, humidity, and CO2 monitoring. |

| Ventilation  |   |
|--|---|
| Facility action  | Requirement   |
| Improvements to building control system to allow for increased ventilation   | Invoices, proof of payment, and receipts for commissioning or engineering service provided by certified commissioning provider (CxP), Professional Engineer (PE), or licensed HVAC contractor. Upon request, service records from licensed HVAC contractor. |
| HVAC system modifications to allow for increased ventilation (ventilation above Ohio Mechanical Code required minimum) | Invoices, proof of payment, and receipts for engineering design service provided by Professional Engineer (PE) or licensed HVAC contractor. Upon request, service records from licensed HVAC contractor.  |
| Ventilation modifications due fewer building occupants and existing HVAC system can handle additional ventilation load | Invoices, proof of payment, and receipts for engineering design service provided by Professional Engineer (PE) or licensed HVAC contractor. Upon request, service records from licensed HVAC contractor.  |
| Purchase of new temperature, humidity, and CO2 monitoring for improved IAQ monitoring                                  | Invoices, proof of payment, and receipts for new equipment from licensed HVAC contractor. Upon request, service records from licensed HVAC contractor.  |
| Adding or converting to operable windows to allow for natural ventilation  | Invoices, proof of payment, and receipts for new operable windows   |

| Filtration   |  |
|--|--|
| Facility action  | Requirement  |
| Purchase of commercial grade portable (point of use) air filtration systems with minimum MERV 13 or HEPA | Invoices, proof of payment, and receipts for new portable (point of use) filtration systems equipment. |

| Secondary Devices  |  |
|--|--|
| Facility action  | Requirement  |
| Purchase of air treatment devices that may include, but is not limited to, ionization technology or UV-C technology designed to reduce airborne pathogens. | Invoices, proof of payment, and receipts for air treatment device equipment. |