



Bureau of Workers' Compensation

Application for Safety Intervention Grant

Instructions

All sections of the application must be completed. Sections I - V are required for a complete application.

BWC will review your application to approve or deny the grant. Therefore, the information you provide on this application must describe the significance of the problem and the effectiveness of the proposed solution. Incomplete applications will be returned.

Contact us

If you have questions about the application process, contact BWC.

Phone: 1-800-644-6292 **Email:** grants@bwc.ohio.gov

Section I: Employer Information

Employer name: CLEVELAND

Doing business as (DBA) name: CITY OF CLEVELAND

Address: 601 LAKESIDE AVE E RM 28

City: CLEVELAND

State: OH

ZIP code: 44114

County: Cuyahoga

BWC policy number: 31805502

Federal tax ID number: 346000646

Employer contact name: Patrick Mangan

Title: Administrative Mangan

Telephone number: (216)664-2422

Email address: pmangan@clevelandohio.gov

Tell us about your business or organization by describing the product or service you provide:

Municipality with 7,000 employees providing safety and other services to citizens and visitors of Cleveland Ohio. One of our highest exposures to serious injuries is responding to emergency situations on the highways that run through the city. In any 24 hour cycle the city responds to an average of 6.7 highway incidents; during these situations 45 vehicles and 117 employees are exposed to the dangers of working in these temporary highway work zones. The purpose of this grant is to add equipment that will enhance the safety in these temporary work zones. By adding equipment that will increase directional information that will slow down drivers earlier and direct them away from the work zone, our safety will increase ten fold.



Section IV: Budget

Please provide the proposed budget for the project.

Note: You may only use the safety intervention grant to purchase ergonomic, safety or industrial hygiene equipment. **You may not use the safety intervention grant for recouping the cost of any prior or ongoing interventions, or for rented or leased equipment. In addition, you may not use a safety intervention grant to pay for salaries, wages, internal labor, or any costs associated with preparing the application. You must make all grant purchases and implement the intervention equipment within one hundred twenty (120) days after the date on the BWC grant check or the electronic funds transfer.** Note all itemized expenses associated with the project. Indicate exact costs and do not round figures. All budgets **MUST** have vendor price quotes attached for each individual item. You must subtract all discounts and equipment trade-ins from the project total.

Item	Quantity	Cost	Total
X-Net 10T	1	\$14,000.00	\$14,000.00
InstALERT 24	1	\$10,780.28	\$10,780.28
30"x60" Arrow Boards	2	\$4,750.00	\$9,500.00
LiteSys Message Board	1	\$10,530.00	\$10,530.00
McDermot Dir Raised Lite Bar	2	\$6,000.00	\$12,000.00
		Subtotal:	\$56,810.28
		Freight:	\$1,200.00
		Tax:	\$0.00
		<i>Less all discounts and trade-in amounts:</i>	<i>-\$1,131.93</i>
		Total Budget:	\$56,878.35

The grant amount you are requesting is determined by the formula below.

Total amount of project (from table above)	A	\$56,878.35
Total amount supplied by BWC (either \$40,000 or less, or remaining funds in eligibility cycle)	B = A × 0.75	\$40,000.00
Total amount supplied by the employer	A – B	\$16,878.35



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Do you have ownership, partnership or any other affiliation with the vendor of the equipment being purchased? Yes No

If yes, please explain:

Are you planning to finance your portion of the grant project? Yes No If yes, you must provide a copy of the loan agreement with your receipt documentation once you receive the grant funds and make your purchase.

By my signature, I agree to fully comply with the terms and conditions of the program and to use all funds solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious, misleading, or fraudulent statements. I understand if funds are not used, misused, misapplied, or misappropriated, or are used for purchases and/or services not associated with the approved budget and itemized proposal submitted, that I may be subject to civil, criminal, and administrative penalties.

Name of duly authorized representative: Patrick Mangan

Signature of duly authorized representative:

Date: February 29, 2024

Title: The grant application's financial signer's title is Administrative Mangan.

Employer Name: CLEVELAND

BWC Policy Number: 31805502



Section V: AGREEMENT between OHIO BUREAU OF WORKERS' COMPENSATION and CLEVELAND

Agreement between the Ohio Bureau of Workers' Compensation and Employer

This is an agreement by and between CLEVELAND (hereinafter, "Employer"), with its principal place of business located at 601 LAKESIDE AVE E RM 28 CLEVELAND, Ohio, and the State of Ohio, Bureau of Workers' Compensation (hereinafter, "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 a grant to defray the costs incurred by an employer who elects to participate in the safety intervention grant program, pursuant to Ohio Administrative Code Rule (OAC) 4123-17-56, wherein an employer may receive grant funds for projects which substantially reduce or eliminate the risk of workplace injuries and illnesses.

Therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree to the following conditions.

Eligibility — Acceptance of Employer into the safety intervention grant program is contingent upon Employer's: (a) submission and approval of an application, (b) demonstrated need for intervention, (c) having active Ohio workers' compensation coverage, and (d) being current with respect to payroll reporting and payments due to any fund administered by BWC as of the date of execution of this agreement and for its duration.

Distribution of Grant Funds — Subject to the conditions precedent in this agreement and subject to available BWC resources, Employer and BWC mutually understand and agree that the total sum of the grant to be issued by BWC shall not exceed a 3-to-1 ratio of the funds contributed by Employer, whether a public or private employer, and that the maximum grant amount shall not exceed \$40,000. Employer must contribute \$13,333.33 in order to receive the maximum grant amount of \$40,000. Employer understands and acknowledges that BWC will not issue a grant matching any expenditures that exceed \$13,333.33. The \$40,000 safety grant is the maximum per eligibility cycle. If Employer has not received the maximum amount of money available through the safety grant program during their eligibility cycle, Employer may reapply and have its application approved to enter into another agreement until Employer has received a total of \$40,000 for that cycle.

Employer Responsibilities — Employer, in consideration of a grant given to it, promises to fully comply with the program requirements as outlined in the Application and Instructions and OAC 4123-17-56, all of which are fully incorporated herein by reference. Employer will be responsible for using the awarded grant in the manner for which it is intended and will be required to provide BWC with documentation. This



documentation may include, but is not limited to, original invoices, canceled checks, and periodic reports to confirm that all funds were spent and applied toward the approved intervention. Employer understands that approved safety intervention equipment may not be rented or leased. Employer agrees to allow a BWC representative to conduct risk factor assessments. Further, Employer agrees not to eliminate jobs due to participation in the safety intervention grant program.

All interventions must receive approval prior to purchase to qualify for the grant, and any proposed changes must be agreed to by BWC prior to making the change. Employer agrees to allow BWC to publish safety intervention grant results including, but not limited to, data, videos, specifications, or photos for the purposes of illustrating, educating, and training employers and employees.

Time of Performance — *Employer must make all equipment purchases and implement the approved intervention equipment within one hundred twenty (120) days of BWC issuing the grant check or electronic fund transfer. BWC will consider allowing additional time, up to a maximum of ninety (90) days, upon the request of Employer. However, the extension must be made within the initial one hundred twenty (120) day period, but no earlier than thirty (30) days prior to the end of the period. No later than one hundred twenty (120) days of receipt of the grant award, Employer must provide BWC the following information: (a) itemized expense report, (b) original paid invoices pertaining to all intervention purposes, and (c) copies of all cancelled checks or other documentation to support that all invoices associated with the interventions were paid in full.*

Employer shall provide BWC a one-year case study report which detail the number of affected population and list claim numbers affected by the intervention, if any. The one-year case study is due within 30 days of the reporting period. The one-year case study report is to be completed electronically by Employer. If the one-year case study report is not filed, or if the report is not written as described in the application, Employer shall be liable to repay the full amount of the grant.

Disqualification — If for any reason Employer fails to satisfy one or more of the criteria established in the Application and Instructions, OAC 4123-17-56, and this agreement, including, but not limited to, the requirement of maintaining active coverage, timely payments thereof, and the obligations described in Employer Responsibilities and Time of Performance sections, Employer may be disqualified from the program. ***Disqualification will result in the termination of BWC's obligations under this agreement. BWC reserves the right to recover grant funds by one or more of the following methods: billing Employer for the grant funds received, forwarding Employer's information to the Office of the Attorney General of Ohio for collection, set-off, recoupment, or other administrative, civil, or legal remedy.***

If Employer merges or combines its business after receiving a grant, but before completing the one year of measurement reporting, the BWC Successorship Liability Policy will go into effect. Employer is responsible for notifying the successor employer of the obligations under the safety intervention grant program. The



successor employer may be liable to repay any and all previously paid grant funds if these obligations are not met.

Disclaimer — If implemented correctly by Employer, the goal of the safety intervention grant 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. The 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.

Ohio elections law — Employer hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13.

Conflicts of interest and ethics compliance certification — Employer 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, Employer affirms that a person who is or may become an agent of Employer, not having such interest upon execution of this Contract shall likewise advise the BWC in the event it acquires such interest during the course of this Contract.

Employer agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions. Employer 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 the 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: Employer will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders. The State encourages Employer to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

Authority — The person signing below for 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 Employer; and Employer agrees that the signer or his, or her successor, will have the authority to oversee carrying out Employer's responsibilities for one year after BWC issues the funds. The signer's authority shall continue until Employer notifies BWC of the name of the successor.



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By initialing this box, Employer agrees that prior purchases have not been made and will not be made prior to approval. Employer also confirms understanding that all grant approved purchases are to be purchased and implemented within 120 days after the date on the BWC grant check or the date of the electronic fund transfer. Additionally, any changes to the original intervention must receive prior approval by BWC.

PVM

By my signature, I agree to fully comply with the terms and conditions of this agreement and the program and to use all funds solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious, misleading, or fraudulent statements. I understand if funds are not used, misused, misapplied, misappropriated, or are used for purchases or services not associated with the approved budget and itemized proposal submitted, that I may be subject to civil, criminal, and administrative penalties.

Modifications: The parties may, in writing and by mutual agreement, amend, modify, supplement or rescind the terms of this agreement.

In witness whereof, the parties hereunto affix their signatures this day of February 29, 2024

Employer's full legal name: CLEVELAND

Federal tax I.D.: 346000646

Title: Administrative Mangan

Name: Patrick Mangan

**State of Ohio, Bureau of Workers' Compensation
Safety Intervention Grant Program**

Signature:

Patrick Mangan