



Instructions

This grant, if approved, provides a 4-to-1 match up to \$12,000 for equipment.

You must complete all sections of the application. We 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. We will return incomplete applications.

For us to consider an application complete, you must fill in sections I-VI. This part of the application contains sections I – IV. Sections V and VI include the budget page with vendor quotes(s) and statement of agreement. You complete these sections after downloading them from our webpage.

E-mail the completed application, budget page and the statement of agreement to dshsg@bwc.state.oh.us. Include your vendor quote and other supporting documentation. Sections V (budget page) and VI (statement of agreement) requires signatures, employer's legal name and principal business location.

Contact us

If you have questions about the application process, please contact BWC via:

Phone: 1-800-644-6292

Email: DSHSG@bwc.state.oh.us

Section I: Employer information

Name of employer: _____

Doing business as (DBA) name: _____

Address: _____

City: _____ State: _____ ZIP code: _____

County: _____

Employer BWC policy number: _____ Federal tax ID number: _____

Employer contact name: _____

Title: _____

Telephone number: _____ Ext. _____

E-mail address: _____

Employer website: _____

Section II: Description of experience

Overview

1. Describe what your organization does.

2. How often has your company performed work in a trench during the past 12 months?

(Choose one)

We performed no work in a trench

1 – 5 days

6 – 10 days

11 or more days

3. How many people perform these tasks?

4. Which of the following methods of trenching/excavation safety do you currently use?

(Check all that apply.)

Trench box

Hydraulic shoring

Benching/sloping

We contract the work out

Other

5. Do you currently own or rent shoring/shielding?

Own

Rent

N/A

Section III: Problem description

What type of work do you perform in trenches (utility maintenance, foundation sealing, site preparation, etc.)?

Reminder: This grant is not intended for technical rescue.

Section IV: Proposed intervention

This grant is available for the purchase of pre-built systems. What do you plan to purchase? (Check all that apply.)

Shielding/trench box

Describe (brand/model, dimensions, material, etc.):

Shoring

Describe (brand/model, dimensions, quantity, etc.):



Section V: Budget

Step 1: Please provide the proposed budget for the project.

Table with 4 columns: Item, Quantity, Cost, Total. Multiple rows for itemized budget entries.

Subtotal \$

Freight \$

Tax \$

Employers must list all discounts and/or trade-in amounts, and subtract them from the project total prior to determining the grant match. You must include discounts on the vendor price quote.

Total budget \$

To determine the grant amount you are requesting for equipment, please complete the formula below.

Total amount of project (from table above) A \$

Total amount supplied by BWC, (either \$12,000 or less, or remaining funds available) B \$

Total amount supplied by the employer for equipment (A x 4) / 5 = B (multiply A by 4, then divide by 5) A-B \$

Step 2: Please provide the proposed budget for the project.

Do you have ownership, partnership, or any other affiliation with the vendor of the equipment you are purchasing?

If yes, please explain

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

Authority - 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; and the employer agrees that the signer, or his or her successor, will have the authority to oversee the carrying out the employer's responsibilities for two years after BWC issues the grant check. The signer's authority shall continue until the employer notifies BWC of the name of the successor.

By my signature, I agree to comply fully with the terms and conditions of this agreement and to use all monies 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, and/or misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

Name of duly authorized representative (please print):

Signature of duly authorized representative:

Title: Date: MM/DD/YYYY

Employer name: BWC policy:



Section VI: 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, "_____"), 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 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 monies for projects which substantially reduce or eliminate the risk of workplace injuries and illnesses, called herein Trench Safety Grant Program.

All interventions must receive approval prior to purchase in order to qualify for the grant, and any proposed changes must be agreed to by BWC prior to making the change. The employer agrees to allow BWC to publish Trench Safety Grant Program results including, but not limited to, data, videos, specifications, and/or photos for the purposes of illustrating, educating, and training employers and employees.

Therefore, the parties mutually agree to the following conditions.

Time of performance—Employers must make all equipment purchases within 90 days of the receipt of the approval letter. BWC will consider allowing additional time, up to a maximum of 90 days, upon the request of the employer. However, the extension must be made within the initial 90-day period. Within 120 days of receipt of the approval letter, the employer will be required to provide BWC with a check for all unused grant monies, a copy of the approved budget and itemized expense report, original paid invoices/receipts pertaining to all equipment and/or services purchases, and copies of all cancelled checks to support that all invoices associated with the intervention were paid in full. Documentation of the employees who were given basic trench safety employee training must be provided using the form provided in Appendix A within 120 days of receipt of the approval letter. The documented evaluation of the trench safety competent person using the form provided in Appendix B must also be provided within 120 days of the receipt of the approval letter.

Eligibility — Acceptance of the employer into the Trench Safety Grant Program is contingent upon the employer's: (a) submission and approval of an application, (b) demonstrated need for intervention, and (c) being an active, timely premium payroll customer of the Ohio State Insurance Fund as of the date of execution of this agreement and for its duration.

Disqualification — If for any reason the employer participating in the Trench Safety Grant Program 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 premium payments, and the obligations described in the Employer Responsibilities and Time for Performance sections, the 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 monies by one or more of the following methods: billing the employer for the grant money received, forwarding the employer's information to the Office of the Attorney General of Ohio for collection, set-off, recoupment, or other administrative, civil, and/or legal remedy.

Distribution of grant monies — Subject to the conditions precedent in this agreement and subject to available BWC resources, the employer and BWC mutually agree that the total sum of the Trench Safety Grant to be issued by BWC shall not exceed \$12,000 for equipment. The employer may request funds for equipment with a 4-to-1 ratio of the monies contributed by the employer, whether a public or private employer, and that the maximum grant amount shall not exceed \$12,000. The employer must contribute \$3,000 in order to receive the maximum grant amount of \$12,000. The employer acknowledges that BWC will not issue a grant matching any expenditures that exceeds \$3,000.

If the employer merges or combines its business after receiving a grant, but before completing the one year case study report, the BWC Successorship Liability Policy will go into effect. The grant/predecessor employer is responsible for notifying the successor employer of the obligations under the Trench Safety Grant Program. The successor employer may be liable to repay any and all previously paid grant monies if these obligations are not met.

Employer responsibilities — The employer participating in the Trench Safety Grant Program promises to fully comply with the program requirements as outlined in the Application and Instructions and OAC 4123-17-56, which are all fully incorporated herein by reference. The 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 verification of required training to confirm that all funds were spent and applied toward the approved intervention and the employer has complied with the conditions of the grant. The employer understands that approved safety intervention equipment may not be leased or rented to other entities by the employer. The employer agrees to provide basic trench safety training after March 1, 2021, to employees who work in trenches. Such training shall include the following topics: a) trenching and excavation hazards, b) role of competent person, in-cluding soil identification, c) use of protective systems including safe slopes for different soil types and conditions, shoring, and shielding. Sample training materials that may be used to meet this require-ment are available on the BWC Trench Safety Grant website. The employer also agrees to identify and evaluate a trench safety com-petent person using the form available on the trench safety website and attached as Appendix B of the application. Further, the employer agrees not to eliminate jobs due to participation in the Trench Safety Grant Program.

Disclaimer — If implemented correctly by the employer, the goal of the Trench Safety Grant Program is to substantially reduce or eliminate injury and illness in the workplace and, therefore, 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 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.

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 Bureau in the event it acquires such interest during the course of this Agreement.

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; and warrants that it has not paid and will not pay, has not given and will not give, any remunera-

tion or thing of value directly or indirectly to the Bureau 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 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 the Employer to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

initials By initialing this box, the employer agrees that prior purchases have not been made. The employer also confirms understanding the following conditions:

1. Receipts must be provided within 120 days of grant approval
2. Training Safety Training Log must be submitted using the form provided in Appendix A within 120 days of grant approval
3. Trench Safety Competent Person Identification/Evaluation using the form provided in Appendix B must be provided within 120 days of grant approval

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; and the employer agrees that the signer, or his or her successor, will have the authority to oversee the carrying out the employer's responsibilities for two years after BWC issues the grant check. The signer's authority shall continue until the employer notifies BWC of the name of the successor.

By my signature, I agree to fully comply with the terms and conditions of this agreement and to use all monies 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, and/or misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

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 _____, 20____.

Employer's full legal name: _____

Federal tax ID: _____

Title: _____

Name (please print): _____

State of Ohio, Bureau of Workers' Compensation

Signature: _____



All documents beyond this point must be completed and submitted with your receipt documentation AFTER grant approval.



Appendix A: Trench Safety Training Log (Attach additional pages if necessary.)

Employer Name:	BWC Policy #:
	Training Date:

Trench Safety training was provided to the following employees, including the following topics at a minimum: 1) Trenching and excavation hazards, 2) Role of the competent person, including soil identification, 3) Use of protective systems including safe slopes for different soil types and conditions, shoring, and shielding. (Training must occur after March 1, 2021.)

Employee Name	Attended (✓)

Trainer Name:	
Manager signature:	Date:



Appendix B: Competent Person Identification/Evaluation – Trenching and Excavation

This checklist was developed to assist the employer in determining if the person they have designated as a competent person is competent within the description and intent of the Occupational Safety and Health Administration's Excavation Standard.

Employee's name _____

How many years of experience in excavation and trenching operations? _____ Length of time with employer _____

Title and job duties:

I. Training and Knowledge	Yes	No
Does the designated competent person have training and knowledge in:		
1. Soils classification?		
2. Use of protective systems?		
3. All applicable requirements including definitions in <u>OSHA Standard 1926.650</u> ?		
4. Properly protecting utilities when they're involved.		
5. Recognizing working conditions that are unsanitary, hazardous, or dangerous to employees.		

II. Authority: Does the designated competent person have the authority to:	Yes	No
1. Take prompt corrective measures to eliminate existing and predictable hazards?		
2. Stop work and remove employees when hazards are identified until proper systems are in place?		

III. Inspections: Does the competent person conduct daily inspections:	Yes	No
1. Of the excavation and adjacent areas?		
a. Is there water in the excavation?		
If yes, is the water removal equipment being used and monitored to ensure safe operation?		
b. Was the soil reclassified following any influence of water or any condition that may have changed the initial classification?		
2. Of the protective system?		
a. Is damage evident to the structural members of the protective system?		
b. Is there evidence of failure of any portion of the protective system?		
If so, has the system been evaluated for suitability of use?		
3. Prior to the start of work and as needed during excavation operations?		
4. After every rainstorm or other hazard increasing occurrence?		
5. To identify confined spaces in the work environment?		



IV. Soils Classification	Yes	No
Did the competent person do the following:		
1. A visual test?		
2. A manual test		
a. If yes, which manual test(s) were performed?		
b. Name of person who classified the soil if someone other than your designated competent person?		
What qualifies them to perform the soils classification?		
3. What types of soils were identified?		
4. Have the soil conditions changed since the classification was made?		
5. Based on the soil classification, and the depth and the width of the excavation, has the proper cave-in protective system been selected?		
6. Does the cave-in protection meet the criteria outlined in <u>OSHA Standard 1926 Subpart P App F</u> ?		
What is the soils classification for this site?		

V. Access/Egress	Yes	No
1. If ramps are involved, are they constructed according to <u>OSHA Standard 1926.651(c)(2)</u> ?		
2. Is safe access/egress being provided into and out of the protective system?		
3. When using a ladder, does it remain within the protection of the system at all times?		

VI. Comments
Do you consider the individual to be competent within the requirements of <u>OSHA Standard 1926 Subpart P - Excavations</u> ?
If Not, Why?

Employer signature _____ **Date** _____

Company name _____ **BWC policy number** _____