

HOME WEATHERIZATION ASSISTANCE PROGRAM GRANT AGREEMENT

Grantee:	«Grantee_Name»	Grant Control No.:	13- «Grantee_ID»
Address:	«Mailing_Address»		
City:	«City»	State:	OH
		Zip:	«Zip»
Beginning Date:	July 1, 2013	Expiration Date:	June 30, 2014
Project Local Jurisdiction:	«Counties_Served»		
DUNS Number:	«DUNS Number»		
<u>Project Contact</u>			
Grantee Contact:	«FirstName» «LastName»	Title:	Executive Director
Address:	«Mailing_Address», «City», «State», «Zip»		
Phone Number:	«Grantee_Phone»	FAX Number:	«Grantee_Fax»
<u>Grant Funds</u>			
<u>Program</u>		<u>Authority</u>	
Home Weatherization Assistance Program		Am. Sub. H. B. 153, 129 th General Assembly, Section 261.10	
		Am. Sub. H. B. 153, 129 th General Assembly, Section 261.20.50	
<u>Source</u>		<u>Amount</u>	
U.S. Department of Health & Human Services (HHS) – CFDA No. 93.568		«HHSGrantAmount»	
U.S. Department of Energy (DOE) – CFDA No. 81.042		«DOEGrantamount»	
Total Grant Funds Awarded		«GrantamountTotal»	

This Grant Agreement (the "Agreement") is entered into by and between the **State of Ohio**, Development Services Agency (the "Grantor") and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Home Weatherization Assistance Program ("HWAP") (the "Project"). This Agreement incorporates by reference the "Scope of Work," which is attached as Exhibit I.

1. **Grant of Funds.** Grantor hereby awards to Grantee funds from the sources identified above in the total amount of **«GrantAmounttext» Dollars and No/100 («GrantamountTotal»)** (the "Grant Funds") to be used by Grantee for the sole and express purpose of undertaking and completing the Project as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.
2. **Payment of Funds.** Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Of the total amount of Grant Funds awarded in this Agreement, the amount of **«InitialTotalText» Dollars and 00/100 («InitialTOTAL»)** shall be payable upon the signing of this Agreement (**«InitialDOE» from DOE funds and «InitialHHS» from HHS Funds**). The balance of Grant Funds awarded in this Agreement shall be paid to Grantee in accordance with

the schedule and deadlines set forth in the Reporting Requirements which is attached as Exhibit II.

3. Use of Grant Funds. All Grant Funds awarded to Grantee under this Agreement, including income generated from the use of the Grant Funds and interest income from the deposit of the Grant Funds, if any, are to be used solely for the express purpose of carrying out the Project as set forth in Exhibit I. In no event shall the Grant Funds or any income or interest on the Grant Funds be used for any other purpose than that described in this Agreement. Unexpended generated income, including interest income, as of the ending date of this Agreement may be retained by Grantee and shall be expended solely in accordance with Grantor's guidelines and directives.
4. Limitation on Expenditure of Grant Funds. Expenses charged against the Grant Funds shall not be incurred by Grantee except during the term of this Agreement as set forth in Section 5, and may be incurred only as necessary in the performance of the work and activities as set forth in Exhibit I. All expenses incurred for the Project must be supported by approved contracts, invoices, or other evidence of liability consistent with Grantee's established procurement procedures. Grantee shall require delivery before payment is made for purchased goods, equipment, or services, unless Grantee obtains satisfactory security from the vendor for payment made. Grantor shall determine the disposition of any and all Project assets at the termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind.
5. Term of Agreement. This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in Exhibit II and until satisfactorily completed.
6. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the term of this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse Grant Funds pursuant to this Agreement. Grantor shall also have no obligation to disburse Grant Funds in an amount that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within thirty (30) days after demand by Grantor.
7. Budget Alterations. Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in Exhibit I, so long as Grantee notifies Grantor of such budget alteration in writing thirty (30) days prior to the date of the change and Grantor approves the proposed alteration in writing. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds set at the top of this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration in writing within a reasonable period of time.
8. Grantee Status.
 - a. Non-Profit Corporation. If Grantee is a non-profit corporation, Grantee shall maintain its corporate status in compliance with the laws of the State of Ohio during the term of this Agreement.
 - b. Political Subdivision. If Grantee is a political subdivision, Grantee shall maintain its political subdivision status in compliance with the laws of the State of Ohio during the terms of this Agreement.
9. Grantee Certifications and Assurances. By signing this Agreement, Grantee certifies and assures the following:

- a. Accounting systems used by Grantee are in accordance with generally accepted accounting standards; OMB Circulars A-110 and A-122 or A-87 and A-102 (whichever are applicable); and other applicable local, state and federal statutes, regulations, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds.
- b. Grantee shall make appropriate documentation relating to the Grant Funds available to the Secretary of DOE, the Secretary of HHS, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.
- c. Staff employed by Grantee paid in whole or in part with federal funds provided under this Agreement shall not engage in political activities in accordance with the "Hatch Act," 5 U.S.C. §§ 1501 to 1508 and 5 U.S.C. §§ 7324 to 7326, as implemented by the Office of Personnel Management at 5 CFR Part 151.
- d. To be eligible for HWAP program services, client household income must be at or below 200% of the current federal poverty guidelines, which are published from time to time by Grantor. Income will be determined on the basis of the definition of income as specified in the Ohio Home Weatherization Assistance Program State Plan, Section III.1, or as updated by HHS and published by Grantor. Client income must be calculated over a twelve (12) month period preceding the client's application,. Grantee shall maintain records to document client income.
- e. Grantee shall repay to Grantor for repayment to HHS or DOE amounts found not to have been expended in accordance with the authorized use of federal funds provided under this Agreement, unless the Secretary of HHS or DOE offsets such amounts against any other amounts to which Ohio is or may become entitled under the Weatherization Assistance Program legislation and Grantor makes a similar offset against any such funds Grantee may receive. Grantor reserves the right to offset funds otherwise to be paid to Grantee as described in this paragraph.
- f. Grantee is and shall remain throughout the term of this Agreement insured by a surety or fidelity insurance to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee must file with Grantor a Certification of Fidelity Bonding and Collateral Security of Deposits.
- g. Grantee shall file with Grantor a Certification Regarding Lobbying and comply with the requirements set forth in 31 U.S.C. § 1352, as implemented by DOE at 10 CFR Part 607. Also, if Grantee is a nonprofit organization, by submitting an application and accepting Grant Funds under this Agreement, Grantee assures that it is not an organization described in 2 U.S.C. § 26.501(c)(4) that has engaged in any lobbying activities described in the "Lobbying Disclosure Act of 1995," 2 U.S.C. § 1611. Further, by accepting Grant Funds under this Agreement, Grantee agrees that none of the Grant Funds obligated by this Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate with Congress as described in 18 U.S.C. § 1913.
- h. Grantee shall file with Grantor a Certification Regarding Drug-Free Workplace Requirements and comply with the requirements set forth in the 45 CFR Part 76, Subpart F, and 10 CFR Part 607, Subpart B, which implements Sections 5151 to 5160 of the "Drug-Free Workplace Act of 1988," 41 U.S.C. §§ 701 *et seq.*
- i. Grantee shall file with Grantor a Certification Regarding Debarment, Suspension and Other Responsibility Matters and comply with the requirements regarding debarment and suspension in 2 CFR Part 180, Subpart C, and 2 CFR Part 901, Subpart C.

- j. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization. If applicable, Grantee must certify compliance with Ohio Revised Code § 2909.33.
 - k. Grantee is informed that 18 U.S.C. § 666, Theft or Bribery Concerning Programs Receiving Federal Funds, is applicable to funds received under this Agreement.
 - l. Grantee's Governing Board reviewed and approved the Project and activities as set forth in Exhibit I before the starting date of the Agreement.
 - m. Grantee shall comply with all terms of Pub. L. No. 103-227, Part C- Environmental Tobacco Smoke, also known as the "Pro-Children Act of 1994." Smoking will not be permitted within an indoor facility owned or leased or contracted by Grantee and used routinely or regularly for the provision of health, day care, education, or library services to children under age of 18. Grantee shall comply with all of the requirements set forth in Ohio Revised Code § 122.70 regarding Grantee's governing board management.
10. Monitoring, Evaluation and Audit Activities. Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and board members shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in Exhibit II. As directed by Grantor, all activities associated with this Agreement will be subject to fiscal and compliance audits in accordance with OMB Circular A-133; Government Auditing Standards; and Generally Accepted Auditing Standards.
11. Reports and Records.
- a. Performance Reports. Grantee shall prepare and retain books and records in accordance with generally accepted accounting standards and procedures outlined in the HWAP Application and Energy Assistance Guidelines. All required records as set forth in Exhibit II shall be maintained by Grantee for a period of three (3) years from the issuance of Grantee's last Single Audit if Grantee is required to file a Single Audit. If Grantee is not required to file a Single Audit, the records shall be kept for four (4) years after the expiration of the term of this Agreement. Regardless, in cases where unresolved audit questions arise, Grantee shall be required to retain all records that may be relevant to the audit questions for the time frame necessary for resolution of the question. If Grantor shall require a review of the records related to the program, Grantee shall, at its own cost and expense, segregate all such records related to the program from its other records of operation. Failure to submit timely reports under this Agreement shall constitute a breach of a material obligation of Grantee. **In order to comply with reporting deadlines to which Grantor may be subject, Grantor reserves the right to accelerate the deadline for reports required from Grantee.**
 - b. Signature and Costs. The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Annual Report that the information reported by Grantee is true, complete and correct.
 - c. Remedy. Performance reports are essential for Grantor's effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Annual Report and such breach continues uncured for more than thirty (30) days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Annual Report is past due.

12. Rights of Inspection. Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.

13. Modifications. Grantor may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Grantee concerning the performance of the work and activities necessary to complete the Project described in this Agreement. Upon such notice and within a reasonable time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the Project and are not intended to amend or alter this Agreement or any part thereof. This Agreement constitutes the entire Agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties hereto and with respect to the subject matter hereof, and may not be modified except by an amendment in writing signed by each of the parties hereto.

14. Covenant Against Contingency Fee. Grantee covenants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of any breach or violation of this covenant, Grantor shall have the right to rescind this Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee or to seek such other remedies as may be legally available.

15. Default and Remedies.

a. Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "**Default Notice**") from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

b. Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

i. Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

- ii. Suspension or Termination. Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the governing board of Grantee cannot or will not take the necessary action to bring Grantee into compliance with applicable requirements of 10 CFR Part 600, with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time period allowed by Agreement or as approved by Grantor; (3) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (4) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (5) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (6) ineffective or improper use of the Grant Funds provided under this Agreement; (7) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (8) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (9) cancellation of grant funds from HHS or DOE. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds. In the event the Grantee fails to attain interim performance measurements as provided in this Agreement, Grantor may, in addition to withholding funds or suspending or terminating the Agreement in whole or in part, remove Grant Funds and service territory from this Agreement and enter into agreements with other persons to perform the Project in such removed service territories.
 - iii. Demand Repayment of Grant Funds or Liquidated Damages. Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly expended and under the circumstances described in Section 11 of this Agreement, demand liquidated damages as provided in Section 11(c). Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
 - iv. Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
- c. Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- d. Effects of Termination.
 - i. Procedure for Termination. If Grantor determines as provided in this Section 15 to terminate this Agreement, Grantor shall provide a written Notification of Intent to Terminate to the governing board of Grantee by certified mail or commercial delivery. The Notification of Intent to Terminate shall identify in sufficient detail the sections of statutes, rules, regulations or contractual obligations that Grantee is charged with violating; and a statement of Grantee's right to request a public hearing on the proposed termination by making a written request within thirty (30) days of the date of the mailing of the Notification of Intent to Terminate. Such

notice shall also inform Grantee that Grantee may be represented by an attorney or by such other representative as designated by a majority of the governing body of Grantee. When any Notification of Intent to Terminate sent by certified mail is returned because of inability to deliver, the notice required shall be sent by ordinary mail evidenced by a certificate of mailing to the chairperson of Grantee. Grantor may terminate this Agreement in whole ("Complete Termination") or in part ("Partial Termination") pursuant to Ohio Administrative Code Rules 122:12-1-02 to 122:12-1-04, and cease payment accordingly. In the event of Partial Termination, Grantor and Grantee shall enter into an "Amended Grant Agreement" reflecting a revised Project.

- ii. Complete Termination. In the event of Complete Termination of this Agreement, all property and finished or unfinished documents, data, studies and reports purchased or prepared by Grantee under this Agreement shall be disposed of according to Grantor's directives, and Grantee shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement. Grantee shall incur no new obligations after the date of the termination of this Agreement, and shall cancel as many outstanding obligations as possible. Within sixty (60) days after Complete Termination of this Agreement, Grantee shall provide Grantor with a Closeout Report setting forth the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. Upon review of the Closeout Report, Grantor shall determine whether or not Grantee shall be required to refund any portion of the Grant Funds. The refund decision will be within the sole discretion of Grantor. In no event shall Grantee be required to refund an amount in excess of the total Grant Funds awarded under this Agreement as a result of any breach of this Agreement.
- iii. Partial Termination. In the case of a Partial Termination of this Agreement, Grantee shall incur no obligations other than those specifically identified in the Amended Grant Agreement described above. Notwithstanding any of the provisions of this section, Grantee shall not be relieved of its responsibility for damages sustained by Grantor by virtue of any breach of contract by Grantee, and Grantor may withhold any reimbursement to the Grantee for the purpose of set-off until such time as the exact amount of damages due Grantor from Grantee is agreed upon or otherwise determined.

e. Grantor's Expenses. [Reserved, but not applicable to this Agreement].

16. Equal Employment Opportunity. No person shall on the basis of race, religion, color, sex, military status, national origin, disability, age or ancestry be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the Grant Funds. Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, military status, national origin, disability, age or ancestry. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, military status, national origin, disability, age, or ancestry. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Grantee will state in all solicitations or advertisements for employees placed by or on behalf of Grantee that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, military status, national origin, disability, age, or ancestry. Grantee will incorporate the foregoing requirements of this section in all of its contracts for any of the work described herein and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. Any prohibition against discrimination on the basis of age under the "Age Discrimination Act of 1975" or with respect to an otherwise qualified disabled individual as provided in Section 504 of the "Rehabilitation Act of 1973" shall also apply to any such program or activity funded in whole or in part with funds made available under this Agreement.

17. Subcontracts and Assignments. None of the work or activities set forth in Exhibit I, shall be subcontracted by Grantee without the express written consent of Grantor, and when subcontracting the HWAP work activities to other local public or private organizations, Grantee shall do so through a sub-grant agreement which includes all of the same HWAP assurances, programmatic, and fiscal accountability as required in this Agreement. Subsequent to receipt by the Grantee of Grantor's written approval to subcontract any work or activities set forth in Exhibit I, Grantee shall submit one copy of the subcontract to Grantor. In any event, Grantee shall be solely responsible to Grantor for the full performance of the work and activities as set forth in Exhibit I. Neither this Agreement, nor any rights, duties or obligations described herein, shall be assigned by Grantee without the prior express written consent of Grantor.

18. Liability and Indemnification.

a. Public Agency or Governmental Entity. If Grantee is a public agency or governmental entity, 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 and 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, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party further agrees to defend itself 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 party to the other.

b. Other Than a Public Agency or Governmental Entity. If Grantee is other than a public agency or governmental entity, Grantee agrees to hold Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of the Project, as set forth in Exhibit I. Grantee shall reimburse Grantor for any judgments arising from Grantee's actions or inaction, which may be obtained against Grantor. Grantee shall reimburse Grantor for all costs incurred by Grantor in defending any such claims or legal actions. Grantee agrees to defend against any such claims or legal actions if called upon by Grantor to do so. Further, Grantee shall obtain a written agreement from each subgrantee or contractor requiring the subgrantee or contractor to indemnify and to hold Grantor and the State of Ohio harmless and immune from any and all claims for injury or damages arising from such subgrantee's or contractor's own act or omissions or from the acts and omissions of its trustees, officers, employees, agents, and contractors in connection with its participation in the HWAP Program. Such claims shall include, but are not limited to, any claims made under the "Fair Labor Standards Act" or under any other federal or state law involving wages, overtime, or employment matters. Grantee shall also require each subgrantee and contractor to agree to bear all costs associated with defending Grantor and the State of Ohio against any claims.

19. Prevailing Wage Rates and Labor Standards.

a. Davis Bacon Act Standards. If applicable, all laborers and mechanics employed by contractors and subcontractors on activities that involve construction, alteration, maintenance, or repair on projects funded directly by or assisted in whole or in part by and through federal funds shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality as determined by the U.S. Secretary of Labor in accordance with the "Davis-Bacon Act," 40 U.S.C. §§ 3141 to 3148. Accordingly, Grantee shall comply with the requirements of Davis-Bacon and related Acts subject to any further guidance that may be issued from time to time by relevant federal authorities. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the "Contract Work Hours and Safety Standards Act," 40 U.S.C. §§ 327 to 333.

Grantee shall require that all of Grantee's contractors and subcontractors to comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

- b. State Prevailing Wage Standards. In the event that any construction work to be undertaken in the performance of the Project does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in construction work to be assisted by this Project, Grantee will comply with the provisions of Ohio Revised Code Chapter 4115, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.
 - c. Subcontractor Compliance. Subject to compliance with any applicable prevailing wage requirement described in paragraphs (a) or (b), Grantee shall comply with the wage requirements as set forth in Exhibit I, No. 28 for all employees performing work or activities on the Project. Grantee shall require any contractor or subcontractor to comply with such wage requirements.
20. 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 under this Agreement or applicable law.
21. Certification of Funds Available. None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
22. Adherence to State and Federal Laws, Regulations.
- a. General. The Projects and activities authorized by this Agreement shall be performed in accordance with any and all applicable local, state and federal statutes, regulations, directives, guidelines, approved state plans or other requirements of Grantor in effect at the time of the execution of this Agreement or thereafter. Said statutes, regulations, directives, guidelines, plans or other requirements may be waived only upon the prior express written consent of Grantor as allowed by law. Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions and any and all other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.
 - b. Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, O.R.C. §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, 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.
 - c. 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, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

- d. Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection general. The Projects and activities authorized by this Agreement shall be performed in accordance with any and all applicable local, state and federal statutes, regulations, directives, guidelines, approved state plans or other requirements of Grantor in effect at the time of the unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.
- 23. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
- 24. Falsification of Information. Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this Agreement for the award of Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain the award of Grant Funds, Grantee shall be required to return all Grant Funds immediately pursuant to Ohio Revised Code § 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 Ohio Revised Code § 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 Ohio Revised Code § 2921.13(E)(1), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than one hundred eighty (180) days.
- 25. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:
Ohio Development Services Agency
77 South High Street, 24th Floor
P.O. Box 1001
Columbus, Ohio 43216-1001
ATTN: Director, Community Services Division
FAX No.: (614) 728-6832

If to Grantee:
To the Grantee Contact and address as set forth on page one of this Agreement.

26. 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 way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- 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. 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.
- f. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- g. Permissible Expenses. If travel expenses are a cost of the HWAP work activities, and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for such travel expenses in amounts not to exceed the maximum rates as determined by the federal travel regulations in effect under 41 CFR Chapters 300 and 301 at the time of such travel expenses. The federal travel regulations may be found at www.gsa.gov/federaltravelregulation. If such expenses are not addressed under the federal travel regulations, Grantee shall adhere to "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule) and Grantee agrees that 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.
- h. Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement, shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.
- i. 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.
- j. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement as of the day and year set forth below.

GRANTEE:

«Grantee_Name»

GRANTOR:

State of Ohio
Development Services Agency

Christiane Schmenk
Director

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT REGARDING PROGRAM INFORMATION:

«Grantee_Name» hereby acknowledges and represents that it has current, complete, and up-to-date copies of the following rules, regulations, and guidelines:

- 10 CFR Part 440, Dept. of Energy Weatherization Assistance for Low Income Persons.
- The Home Weatherization Assistance Program State Plan for the current program year.
- The Home Weatherization Assistance Program Policy and Procedures Manual (3-volume set)

By: _____

Title: _____

Date: _____

EXHIBIT I

Scope of Work and Program Requirements

Grantee shall, in a satisfactory manner, perform program activities according to the "Weatherization Assistance for Low-Income Persons Program" regulations pursuant to part A of title IV of the "Energy Conservation and Production Act," 42 U.S.C. §§ 6861 to 6872, and 10 CFR Part 440; Department of Energy (DOE) Financial Assistance Rules at 10 CFR Part 600; and Ohio Revised Code § 1345.01; Ohio Administrative Code Rule 109:4-3-14, concerning "insulation," as well as the following program requirements:

1. **ELIGIBLE DWELLING UNITS.** Eligibility of dwelling units for weatherization shall be determined in accordance with 10 CFR 440.22; the applicable provisions of the State Plan; and the rules and regulations promulgated pursuant thereto.
2. **MINIMUM PROGRAM REQUIREMENTS.** Minimum program requirements shall be determined in accordance with 10 CFR 440.16; the applicable provisions of the State Plan; and the rules and regulations promulgated pursuant thereto.
3. **APPLICATIONS.** Applications shall be submitted in accordance with 10 CFR Part 440; the applicable provisions of the State Plan; and the rules and regulations promulgated pursuant thereto.
4. **CLIENT IDENTIFICATION.** Prospective clients shall be identified in accordance with the Home Weatherization Assistance Program HWAP Policy and Procedures Manual.
5. **CLIENT APPEAL PROCEDURE.** Client appeal procedures shall be implemented in accordance with the Grantee's Policy and Procedures Manual.
6. Program income as defined in 10 CFR 600.225 and OMB Circular A-110, Attachment C (24), shall be accounted for in compliance with the 10 CFR Part 600 or OMB Circular A-110, whichever is applicable. Grantees earning general program income or income earned in past program years from funds provided by Grantor shall maintain records as to the source, amount, and disposition of such funds. General program income earned this program year and earned in prior program years, and income earned on reimbursements from prior program years, shall be used only to cover the costs of activities allowable under this Agreement for the Home Weatherization Assistance Program. Program income shall be used within the grant budget period during which it was earned or it shall be returned to Grantor, unless otherwise authorized in writing by Grantor. Grantor approval shall be required prior to disposition of program income, unless otherwise waived in writing by Grantor.
7. As required by Pub. L. No. 101-453 (the "Cash Management Improvements Act"), Grantees who are local governments shall return to the federal government quarterly all interest income generated from the deposit of federal funds received under this Agreement, except that the local government may retain the first one hundred dollars (\$100) and Grantees who are nonprofit agencies shall return to the federal government quarterly all interest income generated from the deposit of federal funds received under this Agreement, except that the nonprofit may retain the first two hundred fifty dollars (\$250) of interest earned for the total grant to be used to pay administrative expenses as provided in paragraph 3(b) of Exhibit II.
8. **ALLOWABLE EXPENDITURES.** Allowable expenditures shall be determined in accordance with 10 CFR 440.18; the applicable provisions of the State Plan; and the rules and regulations promulgated pursuant thereto.
9. **AVERAGE COST PER UNIT AND PRODUCTION REIMBURSEMENT.**
 - a. Grantee acknowledges that the state-wide average cost of weatherization materials, labor and non-labor support from all sources of funds provided for a single dwelling unit weatherized for this program year is **\$6,769**.

- b. Grantee further acknowledges that any reimbursement of its expenditures by Grantor is predicated upon Grantee meeting or exceeding its production goals as established by Grantee's Management Plan, which is incorporated herein by reference.
 - c. Grantee agrees that if its average cost per unit exceeds the state-wide average, or if Grantee fails to meet its production requirements, then its performance under this Agreement shall be subject to review by Grantor, with Grantor reserving the right to determine the level of expenditure reimbursement in its absolute discretion within the federal program guidelines and/or Grantee's ability to continue in the Program.
10. WEATHERIZATION PROGRAM STANDARDS. Weatherization Program Standards shall be determined in accordance with the Ohio Weatherization Programs Standards in effect at the time.
11. REPORTING. Grantees must fulfill the reporting requirements in accordance with the Home Weatherization Assistance Program ("HWAP") Policy and Procedures Manual.
12. MATERIALS AND WEATHERIZATION MEASURE ACCOUNTABILITY. Grantees shall be accountable for materials purchased and weatherization measures employed in accordance with the State Plan, Ohio Weatherization Program Standards and the HWAP Policy and Procedures Manual.
13. REWORK OF UNIT PREVIOUSLY REPORTED AS COMPLETED. Rework of dwellings previously reported as completed shall be subject to additional requirements in accordance with the State Plan and the HWAP Policy and Procedures Manual.
14. RETROFITS, MANUFACTURED UNITS, AND OTHER WORK LIMITATIONS. Retrofits, work on manufactured units, and other work limitations shall be governed by, and subject to the terms of the State Plan and the HWAP Policy and Procedures Manual and Ohio Weatherization Program Standards.
15. STANDARDS AND TECHNIQUES FOR WEATHERIZATION. Standards and techniques for weatherization shall be determined in accordance with 10 CFR 440.21; the applicable provisions of the State Plan and Ohio Weatherization Program Standards; and the rules and regulations promulgated pursuant thereto.
16. Grantee's weatherization operations under this grant are to be insured by liability insurance for personal injury, property damage, and completed operations. Grantee must also be covered by theft insurance for vehicles, contents of vehicles and warehouse. Grantee must file certificates of insurance for General Contractor's Liability, product liability, automobile liability, theft liability, and Worker's Compensation with Grantor's Office of Community Assistance (OCA).
17. Each person(s) who is directly responsible for fiscal control of Grant Funds shall be insured by a Surety or Fidelity bond, the dollar value payable on which shall be at a minimum equal to the average amount of weatherization program cash on hand. Grantee must file a copy of the individual or schedule of fidelity bond agreement with Grantor's OCA.
18. The Weatherization Program has been determined by Ohio's Office of the Attorney General to be considered a "consumer transaction" as defined in Ohio Revised Code § 1346.01. For this reason, Ohio Administrative Code Rule 109:4-3-14 concerning "Insulation" shall apply.
19. If Grantee contracts any portion of the Weatherization Program in accordance with Section 2 of this Agreement, Grantee has the additional responsibility to insure that all programmatic information including training and technical assistance is received by the delegate or subcontractor and that the delegate or subcontractor is in compliance with all applicable program requirements.

20. Before entering into a contractual agreement with another party for the purpose of subcontracting any weatherization services, other than to address a temporary and emergency need, the Grantee shall submit a copy of the contract to Grantor for review and approval.
21. Procurement and Property – All Grantees are required to purchase inventory with agency funds.
- a. PROCUREMENT. Grantee's procurement procedures shall, at a minimum, comply with 10 CFR 600.236 for States and Local Governments, 10 CFR Part 600 §§ 140 to 149 for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and Commercial Organizations, or OMB Circular A-110 Attachment C (40-48) (whichever applies) referenced therein and guidelines and requirements as issued by Grantor.
 - b. EQUIPMENT. Equipment shall be defined according to OMB Circular A-87, Attachment B, paragraph 19, for Grantees that are states, local governments or Indian tribes, and according to OMB Circular A-122, Attachment B, paragraph 15 for non-profit organizations, and guidelines and requirements as issued by Grantor.
 - c. SUPPLIES. Supplies shall be defined according to OMB Circular A-87, Attachment B, paragraph 29, for Grantees that are states, local governments or Indian tribes, and according to OMB Circular A-122, Attachment B, paragraph 26 for non-profit organizations, and guidelines and requirements as issued by Grantor.
 - d. PROPERTY TITLE AND USAGE. Title to and usage of property purchased with HWAP Grant Funds shall be determined in accordance with 10 CFR Part 600 §§ 130 to 137 for Institutions of Higher Education, Hospitals, Other Non-Profit Organizations and Commercial Organizations, or 10 CFR Part 600 §§ 230 to 237 for States and Local Governments.
22. As required by 10 CFR 440.18(c)(6), the purchase of motor vehicles requires advance approval of both DOE and Grantor. The purchase of property with a unit acquisition cost of \$5,000 or more requires advance approval of Grantor. The purchase or lease of computer hardware or software (programs) or the purchase of software development services requires advance Grantor approval.
23. As prescribed by 10 CFR 600.142, 10 CFR 600.236(b)(3), or OMB Circular A-110, Subpart C paragraph 42 (whichever applies), Grantee's officers, board members, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-grant agreements.
24. Property management standards shall, at a minimum, comply with 10 CFR Part 600, §§ 140 to 148, or 10 CFR Part 600 §§ 230 to 237, or OMB Circular A-110 Subpart C paragraphs 30 to 37 (whichever applies) and guidelines and requirements issued by Grantor.
25. Grantee shall maintain a full inventory, including dollar values, of all equipment and weatherization materials as defined by Grantor. Inventories shall be submitted to Grantor upon request.
26. Grantee is required to maintain all test equipment in top working order to assure accuracy of readings or measurements. Damaged equipment must be replaced or repaired promptly.
27. As required by OMB Circular A-87, Attachment B, Paragraph 11; OMB Circular A-122, Attachment B, Paragraph 6; or CSD Cost Principles, Section II, Part A. 5(b) (whichever applies), documentation of hours worked and wages earned shall be maintained for each employee paid in whole or in part under this Agreement and shall be kept on file for Grantor examination.
28. Persons hired under this Agreement to perform activities other than those that involve construction, alteration, maintenance or repair shall be paid at a rate equal to or greater than

the Federal minimum wage and shall receive wages commensurate with their skill level and experience. Documentation regarding wage rate selection shall be kept on file for Grantor examination. Wage rates may be determined as follows:

- a. A rate of no less than 75 percent, and no more than 125 percent, for the appropriate job responsibility in the geographic area.
 - b. A rate that is in conformance with Grantee's salary scale for similar types of job responsibilities.
 - c. Application to Grantor for a waiver of wage rates from those which do not conform to the geographic or agency rates.
29. Grantee shall appoint an employee responsible for administering its local weatherization assistance program.
30. Positions eligible for funding under the support labor category shall be limited to job categories directly related to implementing the HWAP which include, but are not limited to:
- a. Energy Coordinator
 - b. Warehouse Supervisor
 - c. Field Supervisor
 - d. Inventory Clerk
 - e. Crew Chief
 - f. Records Clerk
 - g. Estimator
 - h. Inspector
 - i. Weatherization Laborer
 - j. Other, with prior Grantor approval
 - k. Consumer Education Specialist
31. No persons hired under this Agreement shall be related to any person currently being paid to work with the HWAP or associated with Grantee without prior approval of Grantor.
32. Merit incentives, in the form of salary enhancements, shall be limited by the following provisions:
- a. Eligibility for merit incentives shall be limited to employees paid full-time from funds provided by Grantor for the HWAP.
 - b. Grantee shall have a written policy to govern the provision of merit incentives, prior to any determination or distributing of merit incentives. At a minimum, this policy shall identify the positions eligible for merit incentives, the permissible incremental increases, the employee evaluation system to be used, and Grantee appointing authority necessary for approval. The merit incentive policy shall be maintained for Grantor examination.
 - c. Documentation supporting the distribution of merit incentives to each eligible employee shall comply with Grantee's established policy and shall be maintained for Grantor examination.
 - d. Identification of labor funds projected for merit incentives shall be provided in the Grantee's approved Grantee Provider Management Plan (G/PMP).
33. Grantee shall require a signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions from any individual or organization to which Grantee delegates, and to suppliers, vendors, or contractors for procurement of goods or services where the aggregate procurement exceeds \$25,000.
34. In accordance with Section 6002 of the "Solid Waste Disposal Act," as amended by the "Resource Conservation and Recovery Act of 1976" (RCRA), Grantees shall assure that

insulating materials purchased with HWAP Grant Funds shall meet the recoverable materials percentage guidelines established by the Environmental Protection Agency.

35. In accordance with 31 U.S.C. 1352, Grantee shall sign the Certification of Compliance with Government-Wide Guidance on Lobby Restrictions, shall complete and submit Standard Form LLL, Disclosure of Lobbying Activities, if necessary, and shall require all subgrantees, delegates and subcontractors to do the same.
36. Grantees that operate other programs that share HWAP staff, equipment, space, *etc.*, and are required to reimburse HWAP for costs incurred by the other program(s) shall reimburse and reconcile all HWAP accounts on a monthly basis.
37. Grantees are required to provide comprehensive Consumer Education in accordance with the HWAP Policy and Procedures Manual.
38. Grantees are required to have all computers (including mobile devices such as Laptops and Tablets) that may operate any programs associated with the HWAP be password protected.

EXHIBIT II

Reporting and Recordkeeping Requirements

Grantee shall provide the documents listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format for these documents and shall instruct Grantee in the proper completion of such documents. Failure of Grantee to comply may result in Complete Termination or Partial Termination, in accordance with Sections 16 and 17 of this Agreement. The document requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail to the item.

1. All reports are to be submitted to:

Ohio Development Services Agency
Office of Community Assistance (OCA)
P.O. Box 1001
Columbus, Ohio 43216-1001

For reports sent express mail, or hand-delivered, the address is

77 S. High Street, 25th floor
Columbus, Ohio 43215

2. The following reports must be electronically received by the OCA by 5:00 p.m. of the 10th day following the end of each month until all Grant Funds are expended or the Agreement terminates. If the 10th falls on a weekend or state holiday, reports are due by 5:00 p.m. of the next working day. All report forms must be complete according to the instructions.

All reports must be submitted on the forms provided by the OCA, unless, in the case of automated reporting, the OCA has approved computer-generated reports submitted in conjunction with electronic reports.

- a. One copy of the Financial Reimbursement Request (OCA Form 704) with original signature. Grantee shall prepare the HWAP Financial Reimbursement Report via the Grantor's online system. Grantee shall also prepare the Financial Reimbursement Report (OCA Form 704) via the spreadsheet provided by Grantor. Grantee shall submit a paper copy of both documents to Grantor with an original signature on the Financial Reimbursement Request (OCA Form 704). Reimbursement requests for each month of the Agreement term are to be submitted whether or not costs are incurred.
- b. One copy of the Monthly Production Report. Grantee will provide a paper and electronic submission of the following Production Reports. Production Reports for each month of the Agreement term are to be submitted even if no production occurred in order to report current labor statistics, units in progress, and inventory information. Failure to provide both submissions will result in non-payment of monthly expenditures.
 - One copy of a Single Family Building Weatherization Report (BWR) for each single-family dwelling unit reported as complete for the month.
 - One copy of a Multi-Family BWR for each multi-unit building reported as complete for the month.
 - One copy of a BWR Attachment for each unit completed in each multi-family building reported as complete for the month.

- One copy of a Revised BWR for additional work done on units previously reported as complete.
- c. On a quarterly basis, one copy of the Earned Income Report (CSD – 314 EI).
 - d. For **local governments**, any interest earned minus the allowed retention amount pursuant to Exhibit I, Section 7 to be used for Administration fees must be received by the OCA 10th day following the end of each quarter. Checks must be made payable to the Treasurer, State of Ohio, reference the grant number, and be sent to:

Ohio Development Services Agency
 Office of Budget and Finance
 P.O. Box 16565
 Columbus, Ohio 43216-6565

3. Grantee shall provide the documents listed below by the dates specified herein or to be determined by Grantor. All report forms must be complete according to the instructions.

- a. One copy of a **final** Financial Reimbursement Request (OCA Form 704) with original signature. No budget categories may be overspent on the final financial report. This report is due no later than **June 10** for the program year which ended March 31. Any refunds due must be mailed at this time. Checks must be made payable to the Treasurer, State of Ohio, reference the grant number, and be sent to:

Ohio Development Services Agency
 Office of Budget and Finance
 P.O. Box 16565
 Columbus, Ohio 43216-6565

- b. One copy, with original signature, of a **final** Quarterly Grantee Earned Income Report (CSD-314 EI) for income earned prior to program year 2011. This report is due no later than **June 10** for the program year which ended March 31.

The reports are due quarterly and any interest earned minus the allowed retention amount pursuant to Exhibit I, Section 7 (\$250 for nonprofit entities and \$100 for local governments) to be used for Administration fees must be mailed no later than **June 10** for the program year which ended March 31. Checks must be made payable to the Treasurer, State of Ohio, reference the grant number, and be sent to:

Ohio Development Services Agency
 Office of Budget and Finance
 P.O. Box 16565
 Columbus, Ohio 43216-6565

4. Grantee shall provide the documents listed below to the address listed in Exhibit II, Section 1.

- a. An inventory of program equipment to be submitted upon request from the OCA. The inventory shall include: (1) date of purchase; (2) description; (3) the grant agreement number from which funds emanated; (4) make, model, serial number of item; (5) provider's inventory control number; (6) cost; and (7) dealer or agent from which purchased.
- b. Copies of written formal monitoring reports or programmatic evaluations which are generated from program reviews conducted by or with the participation of Grantee's staff or by contracted consultants to be submitted within 30 days of completion.

5. Grantor and the funding source may require any recipient of financial assistance to provide such reports or answers in writing to specific questions, surveys, or questionnaires as is determined to be necessary to carry out the responsibilities of the program.

Grantee agrees to prepare, maintain, and permit examination by representatives of the Department of Energy (DOE), Health and Human Services (HHS), the Comptroller General, any appropriate Inspector General appointed under state or federal law, the Government Accountability Office, the Ohio Development Services Agency, the Ohio Auditor of State, or their representative, the following:

- a. Fiscal records documenting the accounting of funds received and earned under this grant. Grantee's financial management system, including fiscal records, shall comply with OMB Circular A-110, Attachment C, or 10 CFR 600, whichever is applicable.
 - b. An inventory of program equipment, as defined in Exhibit I, No. 22, procured with funds made available under this Agreement. Inventory, at a minimum, is to include: (1) date of purchase; (2) description; (3) number of grant agreement from which funds emanated; (4) make, model, serial number of item; (5) Grantee's inventory control number; (6) cost; (7) dealer or agent from which purchased. All program equipment designated in this inventory must be tagged to identify the grant funds used for its purchase (*i.e.*, D88-000).
 - c. Documentation of wage rates selection and personnel procedures used in seeking and hiring persons, and if merit pay incentives are provided, documentation of the Grantee's policy and procedure, and disposition of merit pay incentives (as defined in Exhibit I, No. 32).
 - d. Client files that, at a minimum, conform to Chapter C.1. of the HWAP Policy and Procedures Manual, Volume II.
 - e. An up-to-date inventory of all materials purchased and warehoused.
 - f. Copies of distributed materials from workshops attended.
 - g. Copies of curriculum, lesson plans, and evaluation data used for in-house training.
 - h. Copies of curriculum and distributed materials from contracted training. Documentation of employee training attendance and evaluation as related to program required course work.
 - i. Copies of written formal monitoring reports or programmatic evaluations which are generated from program reviews conducted by or with participation of Grantee staff or by contracted consultants.
6. If Grantee is unable or unwilling to comply with such additional conditions as may be lawfully applied by Grantor, Grantee may request to terminate this Agreement by giving reasonable written notice to Grantor, specifying the effective date thereof; the reasons for requesting the termination; and an appropriate budget revision. In such event, Grantor shall terminate the Agreement only if both parties agree to the termination and to the conditions under which it shall occur.

EXHIBIT III

Special Conditions

1. Grantor reserves the right to amend the Grant Agreement, from the 100% allocation level, after Grantor reviews the individual Grantee's production/ expenditure rates to see if full allocations are necessary to continue the existing installation rates to the end of the program year.
2. Failure to submit any one of the reports listed in Exhibit II or submission of erroneous information in any such reports; or failure to maintain any one of the records listed in Exhibit II; or failure to correct any discrepancies or weaknesses identified by Grantor as a result of examination of any reports or records, may be considered grounds for suspension of financial assistance and termination of this Agreement.
3. Failure to complete the monthly production goal will result in financial reimbursement restriction for that month. Financial reimbursement shall be restricted so that the balance of funds granted herein shall be made available upon submission of Financial Reimbursement Requests as set forth in Exhibit II, except that:
 - a. Materials, Support, and Health and Safety categories must be reported as actual expenditures for the period.
 - b. Reimbursements for Materials and Support will be calculated by comparing Material and Support actual expenditures for the period to the maximum allowed Material and Support costs **(\$6,769)** and reimbursing the lesser of the two amounts.
 - c. Reimbursements for Administration, Liability, Training and Technical Assistance, Health and Safety and Single Audit will be based on actual monthly expenditures