

AGREEMENT NUMBER 12B-5807	AMENDMENT NUMBER 1
REGISTRATION NUMBER eP 1203307.1	

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

Department of Community Services and Development

CONTRACTOR'S NAME

El Dorado County Health and Human Services Agency

2. The term of this Agreement is : **January 1, 2012 through June 30, 2013**

3. The maximum amount of this Agreement is: **\$ 1,085,461.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. The maximum amount of this Agreement payable to Contractor by the State has changed from \$631,050.00 to \$1,085,461.00, reflecting an increase of \$454,411.00.

2. See Exhibit B, Attachments I, II and III Budget replacement pages herein.

3. This amendment changes Exhibit D, please replace Exhibit D in its entirety with the revised Exhibit D attached.

4. See Exhibit D, Attachment V, LIHEAP Expenditures and Production Goals.

All other terms and conditions shall remain unchanged.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> El Dorado County Health and Human Services Agency		<p>I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval.</p> <p><input type="checkbox"/> Exempt per _____</p>
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING John R. Knight, Chair, El Dorado County Board of Supervisors		
ADDRESS 3057 Briw Rd #A, Placerville, CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Jean Johnson, Deputy Director, Administrative Services		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		

**EXHIBIT B
(Standard Agreement)**

ATTACHMENT I

2012 LIHEAP WEATHERIZATION BUDGET

**EXHIBIT B - ATTACHMENT I
2012 LIHEAP WEATHERIZATION BUDGET**

Contractor: El Dorado County Health and Human Services Agency		Contract Number: 12B-5807 (A1)	Telephone Number: (530) 644-1487
Class "B" Contractor's License No.:		Name on License:	Expiration Date:
Prepared By: Maki Ganno		E-mail Address: maki.ganno@edcgov.us	Fax Number: (530) 621-2518
10 - ADMINISTRATIVE BUDGET		COLUMN A	COLUMN B
1.	Administrative Costs	\$ 18,056	\$ 29,496
20 - WEATHERIZATION PROGRAM BUDGET			
1.	Intake (5% of Section 30)	\$ 11,285	\$ 18,435
2.	Outreach (5% of Section 30)	11,285	18,435
3.	Training and Technical Assistance (5% of Section 30)	11,285	18,435
4.	Direct Program Activities	167,893	278,001
5.	Liability Insurance	3,829	3,829
6.	Vehicle and Equipment - Acquisition Costs		
7.	Workers' Compensation	2,065	2,065
	Total Program Costs (lines 1 through 7)	\$ 207,642	\$ 339,200
30 - TOTAL BUDGET (Total of Section 10 and 20)		\$ 225,698	\$ 368,696
40 - TOTAL HOUSEHOLDS		# 134	# 222
50 - APPROVED LABOR RATE			\$ 58.00

INSTRUCTIONS
2012 LIHEAP WEATHERIZATION BUDGET
CSD 557D (Rev. 12/9/11)
(EXHIBIT B – ATTACHMENT D)

10 – ADMINISTRATIVE BUDGET

Line 1 – Administrative Costs - Enter the amount of funds allocated for all Administrative Costs for Columns A and B. Administrative costs includes salaries, wages, workers' compensation, and fringe benefits for administrative staff, accounting, audit, intake (intake in excess of 5% may be charged as an administrative cost), equipment, facilities, office equipment and supplies, telephone, training and travel for administrative staff, utilities, and miscellaneous expenditures.

20 – WEATHERIZATION PROGRAM BUDGET

Line 1 – Intake - Enter the amount of funds allocated for Intake activities in Columns A and B.

Line 2 – Outreach - Enter the amount of funds allocated for Outreach activities in Columns A and B, i.e., flyers, brochures, advertisements, etc.

Note: Outreach is 5% of the total Weatherization Program Budget, excluding carryover and administrative costs. For Column A, this amount is 5% of the Weatherization Program Budget to be paid to Contractor for the months of January through March (60% of the total Weatherization Program Budget). For Column B, this amount is 5% of the total remaining amount (40% of the total Weatherization Program Budget) to be paid contingent upon approval of a Weatherization Waiver as referenced in the contract.

Line 3 – Training and Technical Assistance - Enter the amount of funds allocated for weatherization-related training and technical assistance, both internal and external, in Columns A and B. Costs include actual labor costs, training materials, admissions, and travel expenditures. Training costs must not exceed 5% of the total Weatherization Program Budget.

Line 4 – Direct Program Activities - Enter the amount of funds budgeted for Direct Program Activities in Columns A and B. Include costs associated with the installation of measures including labor, materials, subcontractors, disposal fees, permits, Historic Preservation Review activities, and travel.

Line 5 - Liability Insurance - Enter the amount of funds budgeted for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable) in Columns A and B.

Line 6 - Vehicle and Equipment - Acquisition Costs - Enter the amount of funds budgeted for acquisition costs of vehicles and/or equipment in Columns A and B. Include only those purchases that are over \$5,000 per unit.

Line 7 - Workers' Compensation - Enter the amount of funds budgeted for workers' compensation for program staff in Columns A and B. Do not include workers' compensation for salaries allocated to administrative costs.

Total Program Costs - Enter the sum of lines 1 through 7 for Columns A and B.

30 – TOTAL BUDGET

Enter the sum of Sections 10 and 20 for Columns A and B. Verify the total allocation as provided by CSD.

40 – TOTAL HOUSEHOLDS

Enter the number of households projected to be weatherized during the 2012 Program Year in Columns A and B.

50 – APPROVED LABOR RATE

Enter the CSD-approved Contractor Labor Rate.

**EXHIBIT B
(Standard Agreement)**

ATTACHMENT II

2012 LIHEAP EHA-16 PROGRAM BUDGET

EXHIBIT B - ATTACHMENT II
2012 LIHEAP EHA-16 PROGRAM BUDGET

Contractor: El Dorado County Health and Human Services Agency		Contract Number: 12B-5807 (A1)	Telephone Number: (530) 644-1487
Prepared By: Maki Ganno		E-mail Address: maki.ganno@edcgov.us	Fax Number: (530) 621-2518
10 - ASSURANCE 16 BUDGET			
1.	Assurance 16 Activities		\$ 75,416
20 - ADMINISTRATIVE BUDGET (ASSURANCE 16, ECIP, AND HEAP)			
1.	Administrative Costs		\$ 52,170
30 - INTAKE BUDGET (ECIP AND HEAP)			
1.	Intake (5% of ECIP/HEAP)		\$ 54,935
40 - OUTREACH BUDGET (ECIP AND HEAP)			
1.	Outreach (5% of ECIP/HEAP)		\$ 54,935
50 - TRAINING AND TECHNICAL ASSISTANCE			
1.	Training and Technical Assistance (2% of ECIP/HEAP)		\$ 21,974
60 - ECIP/HEAP PROGRAM BUDGET			
1.	ECIP EHCS Cooling Service Repair/Replacement		\$ 12,000
2.	ECIP EHCS Heating Service Repair/Replacement		16,587
3.	ECIP Water Heater Repair/Replacement		8,000
4.	ECIP EHCS Other Program Costs		
5.	ECIP Wood, Propane, and Oil		
6.	Severe Weather Energy Assistance and Transportation Services (activated by CSD)		
7.	HEAP Wood, Propane, and Oil		416,669
8.	Liability Insurance		2,650
9.	Vehicle and Equipment		
10.	Workers' Compensation		1,429
	TOTAL ECIP/HEAP Program Budget (Total of Section 60, Items 1-10)		\$ 457,335
70 - TOTAL BUDGET (Total of Sections 10, 20, 30, 40, 50, and 60)			\$ 716,765
80 - ECIP PROGRAM HOUSEHOLDS			
1.	ECIP EHCS Cooling Service Repair/Replacement	#	4
2.	ECIP EHCS Heating Service Repair/Replacement	#	6
3.	ECIP EHCS Water Heater Repair/Replacement	#	4
4.	ECIP Wood, Propane and Oil Households	#	
	TOTAL ECIP Program Households (Total of Lines 1 through 4)	#	14
90 - HEAP WOOD, PROPANE, AND OIL HOUSEHOLDS			# 1,042
100 - APPROVED LABOR RATE			\$ 58

INSTRUCTIONS
2012 LIHEAP EHA-16 PROGRAM BUDGET
CSD 537E (Rev. 12/12/11)
(EXHIBIT B – ATTACHMENT II)

10 – ASSURANCE 16 PROGRAM BUDGET

Line 1 – Assurance 16 Activities - Enter the amount of funds allocated for Assurance 16 Activities.

20 – ADMINISTRATIVE BUDGET (ASSURANCE 16, ECIP, AND HEAP)

Line 1 – Administrative Costs - Enter the amount of funds allocated for Administrative Costs. Administrative costs include salaries, wages, workers' compensation, and fringe benefits for administrative staff, accounting, audit, intake (intake in excess of 5% may be charged as an administrative cost), equipment, facilities, office equipment and supplies, telephone, training and travel for administrative staff, utilities, and miscellaneous expenditures.

30 – INTAKE PROGRAM BUDGET (ECIP AND HEAP)

Line 1 – Intake - Enter the amount of funds allocated for Intake activities.

40- OUTREACH BUDGET (ECIP AND HEAP)

Line 1 – Outreach – Enter the amount of funds allocated for Outreach and related services.

50 – TRAINING AND TECHNICAL ASSISTANCE

Line 1 – Training and Technical Assistance – Enter the amount of funds allocated for Training and Technical Assistance.

60 – ECIP/HEAP PROGRAM BUDGET

Lines 1 through 10 – ECIP/HEAP Program Budget Line Items - Enter the amount of funds budgeted for ECIP EHCS Cooling Service Repairs and Replacements, ECIP EHCS Heating Service Repairs and Replacements, ECIP Water Heater Repair/Replacement, ECIP EHCS Other Program Costs (includes disposal fees, travel credit, HERS Rater etc.), ECIP Wood, Propane, and Oil payments, Severe Weather Energy Assistance and Transportation Services, and HEAP Wood, Propane, and Oil payments. Enter the amounts budgeted for liability insurance, vehicle and equipment (include those purchases that are over \$5,000 per unit), and workers' compensation.

Total ECIP/HEAP Program Budget – Enter the sum of items 1 through 10.

70 – TOTAL BUDGET

Enter the sum of Sections 10 through 60.

80 – ECIP PROGRAM HOUSEHOLDS

Lines 1 through 4 – ECIP Program Households - Enter the number of projected households for ECIP EHCS Cooling Service Repairs and Replacements, ECIP EHCS Heating Service Repairs and Replacements, and ECIP Wood, Propane, and Oil.

Total ECIP Program Households - Enter the sum of lines 1 through 4.

90 – HEAP WOOD, PROPANE, AND OIL HOUSEHOLDS

Enter the number of projected households for HEAP Wood, Propane, and Oil to be served.

100 – APPROVED LABOR RATE

Enter the CSD-approved Contractor labor rate.

**EXHIBIT B
(Standard Agreement)**

ATTACHMENT III

2012 LIHEAP NONCONSIDERATION ALLOCATIONS

EXHIBIT B - ATTACHMENT III
2012 LIHEAP NONCONSIDERATION ALLOCATIONS

Contractor: El Dorado County Health and Human Services Agency		Contract Number: 12B-5807 (A1)	Telephone Number: (530) 642-4893
Prepared By: Maki Ganno		E-mail Address: maki.ganno@edcgov.us	Fax Number: (530) 621-2518

90 - NONCONSIDERATION ECIP BUDGET

1	ECIP Electric and Gas (Fast Track) Allocation per County	
2	Alpine	\$ 957
3	El Dorado	\$ 35,631
4		\$
5		\$
6		\$
7		\$
8		\$
9	TOTAL	\$ 36,588

100 - NONCONSIDERATION HEAP BUDGET

1	HEAP Electric and Gas Allocations per County	
2	Alpine	\$ 10,996
3	El Dorado	\$ 409,752
4		\$
5		\$
6		\$
7		\$
8		\$
9	TOTAL	\$ 420,748

110 - NONCONSIDERATION HEAP ESTIMATED NUMBER OF HOUSEHOLDS

1	HEAP Electric and Gas Estimated Number of Households per County	
2	Alpine	# 47
3	El Dorado	# 1,105
4		#
5		#
6		#
7		#
8		#
9	TOTAL	# 1,152

The total amount allocated to the Nonconsideration program has been entered by CSD and is not made part of the total consideration for this Agreement but shall be for Contractor's use as described in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, and EXHIBIT F, PROGRAMMATIC PROVISIONS.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **TRAVEL AND PER DIEM**

- A. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of OMB Circular A-87 Attachment B, Paragraph 43 (2 CFR, Part 225) or OMB Circular A-122 Attachment B, Paragraph 51 (2 CFR, Part 230) as applicable.
- C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations Section 599.615 through 599.638, and shall be reimbursed in accordance with the terms therein.

2. **CERTIFICATIONS**

- A. Contractors' signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:
 - 1) Drug-Free Workplace Requirements, Contract Certification Clauses 307 (CCC-307)
 - 2) National Labor Relations Board Certification (CCC-307)
 - 3) Expatriate Corporations (CCC-307)
 - 4) Domestic Partners (CCC-307)
 - 5) Contractor Name Change (CCC-307)
 - 6) Resolution (CCC-307)
 - 7) Air or Water Pollution Violation (CCC-307)
 - 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)

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- 9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).
- B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov.
- C. Internal Control Certification

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement and shall include:

- 1) Segregation of duties appropriate to safeguard state assets;
- 2) Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- 3) Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- 4) Established practices to be followed in performance of duties and functions;
- 5) Personnel of a quality commensurate with their responsibilities; and
- 6) Effective internal reviews.

3. CONFLICT OF INTEREST

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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- C. Pursuant 45 CFR § 74.42 and 92.36, Contractor shall not provide LIHEAP services or activities to beneficiaries where there is an actual or perceived conflict of interest, unless CSD has provided prior written approval of either: a) Contractor's conflict of interest policies and procedures, or b) any individual service or activity that presents an actual or perceived conflict including but not limited to:
- 1) Providing program services to Contractor's employees, officers, or other persons or entities with whom Contractor's employee or officer has family, business, or other ties; and
 - 2) Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, employees, or officers.
- D. To obtain prior written approval by CSD, Contractor must demonstrate that it will:
- 1) Follow all regular eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;
 - 2) Comply with all dwelling eligibility requirements of this Agreement, including but not limited to rent increase and multiple dwelling restrictions;
 - 3) Substantiate the need for weatherization and EHCS services by completing a dwelling assessment for each individual dwelling unit served; and
 - 4) Consent to any further conditions if required by CSD. Failure to obtain prior written approval by CSD will result in costs being disallowed.

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4. CODES OF CONDUCT

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

5. BOARD ROSTER, BYLAWS, RESOLUTION, AND MINUTES

- A. Upon execution of this Agreement, Contractor shall submit to CSD a Board Roster form (CSD 188) listing the current roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. The CSD 188 form is attached herein as Attachment I to this Exhibit. If Contractor is a nonprofit or public entity that qualifies as an eligible entity under the federal CSBG Act, then Contractor shall instead submit a CSD 188, including contact information of the tripartite board. Contractor is responsible to notify CSD of any changes to the board roster within thirty (30) days of such occurrence.
- B. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

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- C. Where Contractor elects to delegate the signing authority to the chief executive officer, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Either a specific or current general resolution must be on file with CSD prior to CSD's finally executing this Agreement.
- D. Contractor shall submit to CSD the minutes from regularly scheduled meetings of the governing board and/or tripartite board no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the board's bylaws.
- E. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

6. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the CSD Supplemental Audit Guide. The Supplemental Audit Guide is hereby incorporated by reference to this Agreement, and may be accessed at www.csd.ca.gov/Contractors/ENERGY/energy.aspx.

B. Audit Reports

- 1) a. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended."
- b. Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular A-133 shall:

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(Standard Agreement)

- i. Submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year; and
 - ii. Be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30 days written notice.
- 2) The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
 - 3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.
 - 4) Contractors shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter issued by the accountant, within nine (9) months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to CSD Audit Services Unit a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. CSD may grant an extension not to exceed thirty (30) calendar days from the original due date. The audit report(s) and all supplemental financial information are to be submitted to the following addresses:

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
P.O. Box 1947
Sacramento, CA 95812-1947.

Electronic copy:
audits@csd.ca.gov.

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In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814.

- 5) In the event an audit required under this section has not been submitted in a timely fashion, CSD may at its option impose sanctions as provided in OMB Circular No. A-133 at § ____.225, to include:
- a) Withholding a percentage of Federal awards until the audit is completed satisfactorily;
 - b) Withholding or disallowing overhead costs;
 - c) Suspending Federal awards until the audit is conducted; or
 - d) Terminating the Federal award.

7. SUBCONTRACTS (CSD)

Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in EXHIBIT A, SCOPE OF WORK, Section 2.

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement, the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement. This written notification shall also include a certification that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.epls.gov>.
- B. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended or otherwise ineligible on EPLS as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

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- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.
- D. Contractor shall immediately notify subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- F. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. INSURANCE AND FIDELITY BOND

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.

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- 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
- 4) New Certificates of Insurance are subject to review for content and form by CSD.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- 8) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

B. Self-Insurance

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.

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- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel; stating that no changes have occurred from the last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.

C. Workers' Compensation Insurance

- 1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
- 2) Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

D. Commercial or Government Crime Coverage (Fidelity Bond)

- 1) Contractor shall maintain a commercial crime policy, or if Contractor is a public entity, a government crime policy (hereinafter "fidelity bond") that shall include the following coverage or their substantial equivalents: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.
- 2) Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of consideration set forth under his agreement.
- 3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

E. General Liability Insurance

- 1) Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

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F. Vehicle Insurance

- 1) Contractor shall have and maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 2) When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work is not within the scope of employment.)
- 3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

9. COMPLIANCE MONITORING

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.
- B. As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State LIHEAP program.
- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.
- E. Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

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- F. In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

10. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT

A. Determination and Notice

- 1) If CSD determines that Contractor has not complied with the requirements of this Agreement, CSD shall provide Contractor with written notice setting forth: 1) the factual and legal basis for the determination of noncompliance; and 2) the corrective action(s) required and the date by which they must be taken.
- 2) If CSD determines that Contractor's noncompliance constitutes a material breach of the Agreement, and that immediate action is required, CSD may initiate an enforcement action in accordance with the provisions in this section and applicable State and federal law.

B. For purposes of this section, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:

- 1) constitutes fraud or gross negligence by Contractor or its agent(s);
- 2) is likely to result in significant waste and/or abuse of Federal funds;
- 3) has a significant adverse impact on Contractor's ability to meet its administrative, financial or programmatic duties and obligations over the term of the contract or a significant portion thereof;
- 4) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
- 5) may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR
- 6) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

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- C. For purposes of this section “enforcement action” means the imposition of any of the following: a) special conditions and/or sanctions, b) “high risk” designation; c) contract suspension; d) contract termination; or e) termination of service provider designation.
- D. Special Conditions and Sanctions
- 1) In addition to all other requirements set forth in this Agreement and/or in any guidance issued pursuant to this Agreement, CSD may impose special conditions, sanctions and/or other special requirements with respect to Contractor’s performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address a material breach of contract, as defined in Paragraph B, above.
 - 2) Special Conditions may include, but are not limited to:
 - a. obtaining training and/or technical assistance;
 - b. the imposition of special or additional reporting requirements;
 - c. the provision of documentation; AND/OR
 - d. the requirement to amend or modify systems, procedures, and/or policies;
 - 3) Sanctions may include, but are not limited to:
 - a. the suspension of advances and/or reimbursements; AND/OR
 - b. the issuance of stop work orders.
 - 4) The suspension of advances and/or reimbursements and the issuance of stop work orders are subject to the following provisions:
 - a. if Contractor elects to contest the action, Contractor shall have two working days following receipt of notice to show cause why the sanction should not be enforced;
 - b. CSD shall have two working days following receipt of Contractor’s response to accept or reject Contractor’s objection and to state in writing the consequences of the decision and Contractor’s obligations going forward, if any.
 - 5) Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes as set out below in order to resolve outstanding issues through the established regulatory process;

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- 6) Should Contractor fail to submit in writing to show cause or fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.
- 7) Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
 - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
- 8) Enforcement Actions involving "High risk" Designation, Contract Suspension, Contract Termination and Termination of Service Provider Designation shall be initiated and conducted in accordance with the applicable provisions found in Title 22 California Code of Regulations § 100875 and other applicable State and federal statutes and regulations.
- 9) Lien Rights

The State retains lien rights on all funds advanced.

11. APPEAL PROCESS WHEN SPECIAL CONDITIONS ARE IMPOSED

When Special Conditions are imposed, Contractor may rebut and/or appeal the action pursuant to Title 22, California Code of Regulations, § 100875.

12. AGREEMENT CHANGES

A. Amendment

- 1) A formal Amendment is required for changes to the term, total cost or Maximum Amount of this Agreement, scope of work, and formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
- 2) Contractor shall advise the State when proposed changes to the contract also affect the Program Budget.

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B. Minor Modifications

- 1) Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
- 2) Minor Modifications shall not affect the maximum limits set for specific line items under this Agreement, i.e., administrative costs, intake, outreach, and training and technical assistance.
- 3) Allowable modifications to this Agreement include:
 - a. Transferring of funds within each of the LIHEAP consideration programs and components, i.e., Weatherization, ECIP HCS, and/or ECIP/HEAP WPO.
 - b. Transferring of funds within the LIHEAP Nonconsideration program components, i.e., ECIP Fast Track and HEAP Electric and Gas.
 - c. Changes to the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H of this Agreement.
- 4) Contractor may elect to transfer funds between each of the LIHEAP consideration programs and components, i.e., Weatherization, ECIP HCS, and/or ECIP/HEAP WPO.
 - a. Funding transfers that exceed the 25 percent (25%) maximum for Weatherization are prohibited.
 - b. Contractors will be required to provide justification and reasoning where the transfer of funds results in program funding allocations that deviate from the statewide program funding ranges outlined below:

ECIP Expenditures	Statewide Range
ECIP Fast Track	7% - 42%
ECIP WPO	1% - 21%
ECIP HCS	1% - 30%

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C. Time Restriction

After March 15 of each program year, Contractor shall offer Energy Crisis Intervention Program services, as specified in the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H, or may request an amendment to reallocate any unspent ECIP funds into direct assistance payment services (HEAP – Electric and Gas, and WPO).

D. Process

If Contractor intends to request a contract amendment and/or modification, Contractor shall submit a Request for Amendment/Modification Energy, CSD 509, an updated budget if applicable, and a justification supporting the funds transfer request. Contractor shall assure that the request is submitted to CSD no later than 45 calendar days prior to the expiration date of this Agreement. Contractor may submit the signed request for amendment/modification to CSD via fax and/or mail.

13. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS

- A. Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the total consideration and non-consideration allocations by June 30, 2013. Achievement of the following expenditure goals shall occur as follows.
- 50% by September 30, 2012
 - 75% by January 31, 2013
 - 100% by June 30, 2013.
- B. Contractor shall complete and submit to CSD the LIHEAP Expenditure and Production Goals worksheet, Attachment V to this Exhibit.
- C. CSD shall review Contractor's achievement of goals each month.
- D. If at the conclusion of the 50% performance benchmark Contractor has not met expenditure achievement goals, CSD shall notify Contractor that contract goals are not being met, and Contractor shall provide to CSD an immediate resolution.
- E. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, then CSD shall notify the Contractor in writing that contract goals are not being met and that the Contractor has established a pattern of failing to meet expenditure goals. Contractor shall meet all goals inclusive to the next one-month period.

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- F. If, at the conclusion of the January 31, 2013 reporting period, the Contractor has not achieved 75% of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter negotiations with the Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the State will redistribute such funds to an eligible performing Contractor within the general geographic region of the Contractor-of-record. In the event a performing Contractor does not exist in the general geographic region, then the State shall reserve the right to redistribute funds to a performing Contractor within the state. If negotiations result in a modified expiration of the contract, Section 1.A. of Exhibit B shall prevail.
- G. The term of this agreement will be no longer than eighteen (18) months. Contractor's request for an extension based on inability to expend funds will not be granted. However, the Director, at his or her sole discretion, may extend the contract term based on extenuating circumstances that occurred beyond the control of the Contractor. Contractor shall request the time extension in writing at least 30 days prior to the expiration of the contract.

14. DAVIS-BACON PROVISIONS

- A. Wages for individuals performing weatherization services under this Agreement shall be fully subject to prevailing wages under the Davis-Bacon Act when LIHEAP-funded weatherization and ECIP EHCS activities are leveraged with DOE ARRA funding to complete a weatherization project. The Davis-Bacon Act is hereby incorporated by reference to this Agreement, and available on the CSD website at www.csd.ca.gov/Contractors/ENERGY/Energy.aspx. Weatherization or EHCS services do not have to be provided concurrently but will be subject if the LIHEAP funded weatherization and/or ECIP HCS activities are required in order to complete the DOE WAP work as determined during the dwelling assessment.
- B. Wages for trainees and crew leaders or journey while installing weatherization and EHCS measures as part of on-the-job training shall be subject to the Davis-Bacon Act when the dwelling for which services are being provided is also being serviced by DOE ARRA.
- C. When dwellings are leveraged with DOE ARRA, Contractor shall be required to comply with all applicable provisions of the Davis-Bacon Act (United States Code Title 40 – Public Buildings, Property, and Works, Subtitle II – Public Buildings and Works, Part A – General, Chapter 31 – General, Subchapter IV – Wage Rate Requirements) and related acts.

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D. Davis-Bacon Rates

- 1) The Davis-Bacon wage rates determined by the Federal Department of Labor (DOL) are specified in the DOL Weatherization Wage Determination, which is hereby incorporated by reference to this Agreement and available on the CSD website at www.csd.ca.gov/Contractors/ENERGY/Energy.aspx.
 - a. These rates represent the minimum wage rates to be paid to weatherization workers by county, and are effective as of March 1, 2010.
 - b. Weatherization work for purposes of this wage determination is defined as minor repairs, battery insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors.
 - i. California DOL's recent survey determined as a matter of prevailing practices that these duties are performed by a weatherization worker classification.
 - ii. Specialty weatherization work is the replacement of doors and windows; installation and repair of furnace/cooling (HVAC) systems, and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work. Classifications performing this work are also listed on the wage determination.
 - iii. Contractor must track the amount of time a worker spends doing any of the tasks identified in ATTACHMENT IV to Exhibit B, and pay the appropriate wage rates as specified in the DOL Weatherization Wage Determination.
 - iv. Contractor shall ensure that employees and subcontractors performing work specific to the Basic Weatherization worker and the Doors & Windows Weatherization worker classifications are paid, at a minimum, the corresponding wage rates identified on the DOL Weatherization Wage Determination. The application and the use of the HVAC/Furnace/ Heating & Cooling Mechanic wage rates is limited to only those weatherization personnel directly performing activities assigned to this job classification.

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- c. The rates included in the DOL Weatherization Wage Determination incorporated by reference to this Agreement are exclusively for residential project use only.
 - i. Commercial projects, defined as buildings five (5) or more stories, including apartment buildings and public housing buildings that meet this height, are excluded from this wage determination.
 - ii. Unless or until the U.S. DOE or the U.S. DOL issues clarification, Contractor may not conduct weatherization on commercial projects without written preapproval from CSD. Contractor must submit a written project proposal to CSD that is sufficient for evaluation by federal and state labor departments.

E. Monitoring and Reporting of Davis-Bacon Provisions

- 1) CSD will monitor Contractor's adherence to all Davis-Bacon provisions. Noncompliance with Davis-Bacon will subject Contractor to the process outlined in Exhibit D, Section 10, "NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT".
- 2) Weekly payroll reports, in accordance with Davis-Bacon requirements, must be postmarked no later than seven (7) working days following the issuance of the weekly payroll and be submitted via U.S. Postal Service to:

Department of Community Services and Development
Attention: Davis Bacon Unit
P.O. Box 1947
Sacramento, CA 95812-1947

- F. Applicability to all Labor and Construction Workers on DOE ARRA Funded Projects. Under the Davis-Bacon Act, the wage requirements apply to all labor or construction workers working on each dwelling where the weatherization is funded wholly or in part by this Agreement. For purposes of this Agreement, the Project shall refer to all weatherization or health and safety measures identified in the applicable dwelling assessment and performed on the dwelling as a result of the dwelling assessment performed under this program. Contractor's responsibilities under the Davis-Bacon Act include certifying that all labor and construction workers on the Project, including those whose salaries, wages, or benefits paid wholly or in part by other public or private funds, are paid prevailing wages according to federal law. Contractor's weekly certifications must therefore include information for all labor and construction workers on DOE ARRA dwellings or Projects, and not just those paid with funds under this Agreement.

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15. ATTACHMENTS TO THE CONTRACT

The following documents are hereby attached to this Exhibit and incorporated by this reference.

- A. ATTACHMENT I Board Roster Form (CSD 188)
- B. ATTACHMENT II Statement and Acknowledgement, Standard
 Form 1413
- C. ATTACHMENT III Davis-Bacon Wage Classifications by Measure
- D. ATTACHMENT IV 2012 LIHEAP Approved Labor Rates for Units
 Leveraged with DOE ARRA
- E. ATTCHMENT V LIHEAP Expenditure and Production Goals

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ATTACHMENT V

LIHEAP Expenditure and Production Goals

**EXHIBIT D
ATTACHMENT V
LIHEAP Expenditure and Production Goals**

Local Service Provider Name: El Dorado County Health and Human Services						Contract Number: 12B-5807	
Prepared By: NAME AND TITLE (please print) Star Walker							
Telephone Number: 530-621-6255			E-mail Address: star.walker@edcgov.us			Fax Number: <u>530-295-2581</u>	
County	Total %	Jan 1, 2012 to Mar 31, 2012	Apr 1, 2012 to Jun 30, 2012	Jul 1, 2012 to Sep 30, 2012	Oct 1, 2012 to Dec 31, 2012	Jan 1, 2013 to Mar 31, 2013	Apr 1, 2013 to Jun 30, 2013

SECTION 1 - Total Weatherization Expenditures by County

Enter the name of each county in your service territory on a separate line	This column will automatically total and should equal 100%	Enter a percentage					
El Dorado	100.00%			26.00%	24.00%	26.00%	24.00%
Alpine	100.00%			25.00%	25.00%	25.00%	25.00%
	0.00%						
	0.00%						
	0.00%						
	0.00%						
	0.00%						
	0.00%						

**50% of funds should be expended by September 30, 2012*

SECTION 2 - Total Weatherization Unit Production by County

Enter the name of each county in your service territory on a separate line	This column will automatically total	Enter a whole number					
El Dorado	216			55	53	55	53
Alpine	8			2	2	2	2
	0						
	0						
	0						
	0						
	0						

SECTION 3 - Expenditure Goals for HEAP Electricity and Gas & Fast Track (aka non-consideration)

Enter the name of each county in your service territory on a separate line	This column will automatically total and should equal 100%	Enter a percentage					
El Dorado	100.00%			20.00%	40.00%	25.00%	15.00%
Alpine	100.00%			10.00%	40.00%	25.00%	25.00%
	0.00%						
	0.00%						
	0.00%						
	0.00%						

LIHEAP Expenditure and Production Goals

Instructions

The expenditure and production goals must be submitted with the signed LIHEAP contract/amendment, as requested by CSD.

Complete the following fields as applicable:

- Local Service Provider (Agency) Name;
- Contract number;
- Preparer's name and title;
- Telephone number;
- E-mail address; and
- Fax number

Section 1: Total Weatherization Expenditures by County

- Enter the name of each county in your service territory on a separate line.
- For each county, enter the amount of funds you plan to expend for each quarter.
- The totals in the "Total %" column should equal 100% for each county listed.

Section 2: Total Weatherization Unit Production by County

- Enter the name of each county in your service territory on a separate line.
- For each county, enter the number of units you plan to complete for each quarter.

Section 3: Expenditures Goals for HEAP Electricity and Fast Track (Non-consideration)

- Enter the name of each county in your service territory on a separate line.
- For each county, enter the amount of funds you plan to expend for each quarter.
- The totals in the "Total %" column should equal 100% for each county listed.