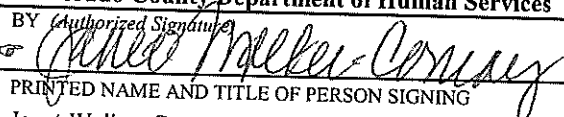
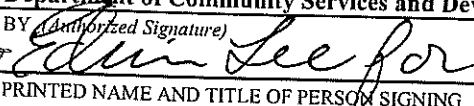


AGREEMENT NUMBER 09C-1808	AMENDMENT NUMBER 0 - -
REGISTRATION NUMBER	

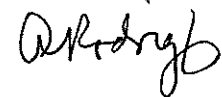
- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
El Dorado County Department of Human Services
- The term of this Agreement is: **June 30, 2009 through September 30, 2011**
- The maximum amount of this Agreement is: **\$ 93,518.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
 ARRA Exhibit A - Scope of Work
 ARRA Exhibit B - Budget Detail and Payment Provisions, Attachment I, 2009 DOE Weatherization Budget
 ARRA Exhibit D - Special Terms and Conditions, Attachment I, 2009 Audit Guide
 ARRA Exhibit E - Additional Provisions
 ARRA Exhibit F - Programmatic Provisions, Attachment I, 2009 DOE ARRA Local Plan
 Exhibit A - Scope of Work, Attachment I, ZIP Code Cross-Reference for Los Angeles, Imperial, San Diego and Santa Clara Counties
 Exhibit B - Budget Detail and Payment Provisions
 Exhibit C - General Terms and Conditions (GTC - 307)
 Exhibit D - Special Terms and Conditions
 Exhibit E - Additional Provisions
 Exhibit F - Programmatic Provisions, Attachment I, Training Requirement Matrix
 Exhibit G - Definitions
 Exhibit H - Certification Regarding Lobbying/Disclosure of Lobbying Activities

RECEIVED
 CONTRACT SERVICES UNIT
 2009 JUN 19 PM 1:00

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) El Dorado County Department of Human Services	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 4/15/09
PRINTED NAME AND TITLE OF PERSON SIGNING Janet Walker-Conroy, Acting Director, El Dorado County Department of Human Services	
ADDRESS 3057 Briw Rd #A, Placerville, CA 95667	
STATE OF CALIFORNIA	
AGENCY NAME Department of Community Services and Development	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/23/09
PRINTED NAME AND TITLE OF PERSON SIGNING Margie Chan, Deputy Director, Administrative Services	
ADDRESS 700 North 10th Street, Room D215, Sacramento, California 95811-0336	
<input type="checkbox"/> Exempt per _____	

I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services' approval.



**ARRA EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

1. ARRA PROVISIONS

The Department of Energy Weatherization Assistance Program has been established, funded and administered under the provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), and is subject to the guidance, directives and applicable laws and regulations of the Federal Government and the State of California. The parties recognize and agree to the following underlying principles, which shall form the framework for implementation of ARRA and the subject program.

WHEREAS:

- ARRA is a comprehensive, yet targeted, response of the Federal Government to the severe and adverse economic conditions prevailing in the United States of America;
- These conditions require urgent and immediate action by and among many segments of society and the national economy;
- ARRA and the subject program are intended to stimulate economic activity and job growth in the communities served by the parties; and
- The Office of Management and Budget (OMB) considers all Federal programs with ARRA expenditures to be “high risk” due to the new transparency and accountability requirements; and
- The urgency of the economic conditions is such that some of the requirements and elements of the subject program have not been fully elaborated by the Federal Government and, as a consequence, the needed enabling measures and actions by the State of California are in preliminary form;

IT IS THEREFORE AGREED:

- A. That the parties shall be guided by and subject to the provisions of ARRA, ARRA-related legislation, and all Federal and State regulations, directives, guidance and circulars issued for the purpose of implementing the ARRA program (hereinafter “ARRA Obligations”);
- B. Because some requirements of the ARRA program lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like, CSD shall provide Contractor with specific ARRA requirements as they are issued or are otherwise made available to CSD by the Federal Government, which requirements shall be binding on the Contractor as a condition of the Contractor’s participation in the ARRA program, and as a condition of receipt of funds under the program, PROVIDED:

**ARRA EXHIBIT A
(Standard Agreement)**

- 1) That such additional requirements shall be issued by CSD in writing in the form of “ARRA program guidance, bulletins and/or directives;”
 - 2) That such additional requirements shall be issued by CSD in most timely and expeditious manner practicable;
 - 3) That such additional requirements shall be reasonably necessary to satisfy the Contractor’s and CSD’s ARRA Obligations and to realize the purposes of ARRA;
 - 4) That major and material changes in the ARRA program and/or ARRA requirements which substantially affect the Contractor’s and/or CSD’s ability to fulfill their ARRA Obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
 - 5) That the parties’ failure to execute a mutually acceptable amendment, as contemplated in subparagraph B., 4) above, in a reasonable period of time, given the exigencies of the ARRA program, shall result in this Agreement’s being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
 - 6) That upon CSD’s good faith determination, delivered to the Contractor by written notice, that Agreement between the parties to any necessary amendment as contemplated in subparagraph B., 4) above, cannot be achieved, then this Agreement shall be “closed out” and the funds disposed in accordance with established CSD procedure and policy and as required under Federal and State law.
- C. That the Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to the Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of ARRA program requirements and ARRA Obligations and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above., to include, but not limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with ARRA and ARRA Obligations. Should the Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to CSD as soon as is practicable.

**ARRA EXHIBIT A
(Standard Agreement)**

- D. That for purposes of ensuring full compliance with ARRA and ARRA Obligations, CSD may initiate special audits, monitoring visits and requests for ARRA program-related information, which Contractor shall provide and/or accommodate in a timely fashion.
- E. That should Contractor fail to assist and cooperate with CSD in its oversight functions as provided in subparagraph D., or should CSD determine Contractor has not met its obligations under this Agreement, the parties agree to the following:
- 1) CSD may issue a written, detailed finding and directive, advising Contractor of its failure to meet its obligations, which directive shall specify a time certain within a reasonable period of time, given the urgency and time constraints associated with ARRA, in which Contractor must be in full compliance with the directive;
 - 2) In response to Contractor's failure to comply with the finding and directive in accordance with subparagraph E. 1) above, CSD may suspend ARRA program payments to Contractor as provided herein until such time as Contractor is in compliance;
 - 3) Should Contractor dispute CSD's finding, it shall within 15 days of receipt of the finding deliver a written rebuttal to CSD which CSD shall evaluate and respond to within ten days, stating whether the finding shall be revoked, amended or enforced;
 - 4) Any suspension of ARRA payments as provided in subparagraph E. 2) above shall be conditioned upon CSD providing the Federal funding agency with copies of its finding(s) and directive(s) together with Contractor's rebuttal(s);
 - 5) Should the Federal funding agency have or be willing to conduct an investigative or review process, the payment suspension shall be in force until such time as the Federal funding agency affirms or recommends or compels reversal of CSD's finding(s);
 - 6) Contract status and payment obligations disputes which are not resolved to the mutual satisfaction of the parties through the procedures specified in subparagraphs E. 1) to 5) above, shall be resolved in accordance with procedures established for the standard (non-ARRA) CSD programs under applicable Federal and State law, provided CSD may, at its option, withhold ARRA program payments until final resolution of the matter as provided in this subparagraph.
- F. That Contractor shall, to the extent practical and feasible, include in all informational materials made available to the general public, including but not

**ARRA EXHIBIT A
(Standard Agreement)**

limited to newsletters, bulletins, fliers, advertisements, forms and signs, the following phrase: “This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the California Department of Community Services and Development.”

2. PURPOSE

Contractor agrees to conduct start-up activities to prepare to provide Weatherization (WX) assistance to eligible participants residing in the service area described in Exhibit A, Section 6., pursuant to Title 42 of the United States Code (U.S.C) Section 6861 et seq., as amended, and 10 Code of Federal Regulations (CFR), Part 440, as amended, the Department of Energy Weatherization Assistance Program (DOE WAP) for low-income persons.

As further described in Exhibit B, this scope of work permits Outreach, Client Education/Counseling Services, Training and Technical Assistance and procurement of vehicles, field equipment and services. Intake and Direct Program Activities are not allowed under the ramp-up of the program covered by the present Agreement.

3. ORDER OF PRECEDENCE

In the event of any inconsistency among any provisions of this Agreement, the American Recovery and Reinvestment Act of 2009, Public Law 111-5 shall take precedence over the non-ARRA Exhibits A through H.

4. SEPARATE ACCOUNTING

Grantees must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

5. PERFORMANCE RESULTS

Contractor shall report performance results consisting of the number of jobs created and jobs retained as a result of the expenditure of ARRA funds. Contractor shall designate all required performance measures in the CSD approved DOE Local Plan as referred to in ARRA Exhibit B.

**ARRA EXHIBIT A
(Standard Agreement)**

6. SUBCONTRACTING

- A. Contractor agrees to separately identify to each subcontractor and to document at the time of subaward and at the time of disbursement of funds, the Federal award number, Catalog of Federal Domestic Assistance number, and amount of Recovery Act Funds. When a Contractor awards Recovery Act funds for an existing program, the information furnished to subcontractor shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- B. Contractor agrees to require its subcontractor to include on its Schedule of Expenditures of Federal Awards (SEFA) information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA. This information is needed to allow CSD to properly monitor subcontractor expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

7. LEGAL AUTHORITY

Title IV, Energy Conservation and Production Act, as amended, authorizes the Department of Energy to administer the Weatherization Assistance Program. All grant awards made under this Program shall comply with applicable law including regulations contained in 10 CFR Part 440 (issued February 1, 2002), the Energy Policy Act of 2005, the Energy Independence and Security Act of 2007, the American Recovery and Reinvestment Act of 2009 and other procedures applicable to this regulation as DOE may, from time-to-time, prescribe for the administration of financial assistance

8. SCHEDULE OF ATTACHMENT

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I 2009 Service Areas for Counties with Multiple Agencies

ARRA Exhibit A - Attachment I

Service Areas for Counties with Multiple Agencies

by Agency and Zip Code -- June 3, 2009

Los Angeles County		Los Angeles County		Los Angeles County	
Agency	Zip Code	Agency	Zip Code	Agency	Zip Code
CES	90020	CES	91601-10	Maravilla	90230
CES	90024-29	CES	91614-17	Maravilla	90232
CES	90036	CES (Decision Pending)	91702	Maravilla (Decision Pending)	90239
CES	90038-39	CES (Decision Pending)	91706	Maravilla (Decision Pending)	90240
CES	90046	CES (Decision Pending)	91711	Maravilla (Decision Pending)	90241
CES	90048-49	CES (Decision Pending)	91722	Maravilla (Decision Pending)	90242
CES	90064	CES (Decision Pending)	91723	Maravilla (Decision Pending)	90255
CES	90066-69	CES (Decision Pending)	91724	Maravilla (Decision Pending)	90262
CES	90077	CES (Decision Pending)	91731	Maravilla	90270
CES	90094	CES (Decision Pending)	91732	Maravilla (Decision Pending)	90280
CES	90203	CES (Decision Pending)	91733	Maravilla	90291
CES	90209-13	CES (Decision Pending)	91740	Maravilla	90293
CES	90231	CES (Decision Pending)	91741	Maravilla (Decision Pending)	90601
CES	90233	CES (Decision Pending)	91748	Maravilla (Decision Pending)	90602
CES	90263-65	CES (Decision Pending)	91750	Maravilla (Decision Pending)	90603
CES	90272	CES (Decision Pending)	91765	Maravilla (Decision Pending)	90604
CES	90290	CES (Decision Pending)	91766	Maravilla (Decision Pending)	90605
CES	90292	CES (Decision Pending)	91767	Maravilla (Decision Pending)	90606
CES	90294-96	CES (Decision Pending)	91768	Maravilla (Decision Pending)	90607
CES	90401-11	CES (Decision Pending)	91769	Maravilla (Decision Pending)	90608
CES	91040-43	CES (Decision Pending)	91770	Maravilla (Decision Pending)	90609
CES	91201-08	CES (Decision Pending)	91773	Maravilla (Decision Pending)	90610
CES	91210	CES (Decision Pending)	91780	Maravilla (Decision Pending)	90631
CES	91301-09	CES (Decision Pending)	91788	Maravilla (Decision Pending)	90637
CES	91311-13	CES (Decision Pending)	91789	Maravilla (Decision Pending)	90638
CES	91316	CES (Decision Pending)	91790	Maravilla	90640
CES	91324-28	CES (Decision Pending)	91791	Maravilla (Decision Pending)	90650
CES	91331-37	CES (Decision Pending)	91792	Maravilla (Decision Pending)	90651
CES	91340-46	CES (Decision Pending)	91793	Maravilla (Decision Pending)	90652
CES	91352-53	Maravilla	90004-05	Maravilla (Decision Pending)	90660
CES	91356-57	Maravilla	90010	Maravilla (Decision Pending)	90661
CES	91361-62	Maravilla	90016	Maravilla (Decision Pending)	90662
CES	91364-67	Maravilla	90018-19	Maravilla (Decision Pending)	90670
CES	91372	Maravilla	90022-23	Maravilla (Decision Pending)	90671
CES	91376	Maravilla	90026	Maravilla (Decision Pending)	90702
CES	91392-96	Maravilla	90031-33	Maravilla (Decision Pending)	90706
CES	91401-13	Maravilla	90034-35	Maravilla (Decision Pending)	90707
CES	91416	Maravilla	90040-42	Maravilla	91001-03
CES	91423	Maravilla	90056	Maravilla	91006-07
CES	91426-36	Maravilla	90058	Maravilla	91009-12
CES	91501-2	Maravilla	90063	Maravilla	91016-17
CES	91504-6	Maravilla	90065	Maravilla	91020-21
CES	91521-23	Maravilla	90201-02	Maravilla	91023-25

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CES = Community Enhancement Services

CUI = Campesinos Unidos, Inc.

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MAAC (SY) = Metropolitan Area Advisory Committee - San Ysidro Service Center

Maravilla = Maravilla Foundation

PACE = Pacific Asian Consortium in Employment

San Mateo - Community Action Agency of San Mateo County, Inc.

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CSD has not made a final decision about distributing ARRA funding to these Zip Codes.

09-1064.D.7

ARRA Exhibit A - Attachment I
Service Areas for Counties with Multiple Agencies

by Agency and Zip Code -- June 3, 2009

Los Angeles County		Los Angeles County		Los Angeles County	
Agency	Zip Code	Agency	Zip Code	Agency	Zip Code
Maravilla	91030-31	PACE	90011-15	PACE (Decision Pending)	90755
Maravilla	91046	PACE	90017	PACE (Decision Pending)	90801
Maravilla	91066-77	PACE	90021	PACE (Decision Pending)	90802
Maravilla	91101-18	PACE	90030	PACE (Decision Pending)	90803
Maravilla	91209	PACE	90037	PACE (Decision Pending)	90804
Maravilla	91214	PACE	90043-45	PACE (Decision Pending)	90805
Maravilla	91221-22	PACE	90047	PACE (Decision Pending)	90806
Maravilla	91224-26	PACE	90050-55	PACE (Decision Pending)	90807
Maravilla	91310	PACE	90057	PACE (Decision Pending)	90808
Maravilla	91321-22	PACE	90059-62	PACE (Decision Pending)	90809
Maravilla	91350-51	PACE	90071	PACE (Decision Pending)	90810
Maravilla	91354-55	PACE	90220-24	PACE (Decision Pending)	90813
Maravilla	91380-87	PACE	90245	PACE (Decision Pending)	90814
Maravilla	91390	PACE	90247-51	PACE (Decision Pending)	90815
Maravilla	91503	PACE	90254	PACE (Decision Pending)	90822
Maravilla	91507-08	PACE	90260-61	PACE (Decision Pending)	90831
Maravilla	91510	PACE	90266-67	PACE (Decision Pending)	90832
Maravilla	91555	PACE (Decision Pending)	90274	PACE (Decision Pending)	90833
Maravilla (Decision Pending)	91714	PACE (Decision Pending)	90275	PACE (Decision Pending)	90834
Maravilla (Decision Pending)	91715	PACE	90277-78	PACE (Decision Pending)	90835
Maravilla (Decision Pending)	91716	PACE	90301-12	PACE (Decision Pending)	90840
Maravilla (Decision Pending)	91734	PACE	90501-10	PACE (Decision Pending)	90842
Maravilla (Decision Pending)	91744	PACE (Decision Pending)	90701	PACE (Decision Pending)	90844
Maravilla (Decision Pending)	91745	PACE (Decision Pending)	90703	PACE (Decision Pending)	90845
Maravilla (Decision Pending)	91746	PACE (Decision Pending)	90704	PACE (Decision Pending)	90846
Maravilla (Decision Pending)	91747	PACE (Decision Pending)	90710	PACE (Decision Pending)	90847
Maravilla (Decision Pending)	91749	PACE (Decision Pending)	90711	PACE (Decision Pending)	90848
Maravilla	91754-55	PACE (Decision Pending)	90712	PACE (Decision Pending)	90853
Maravilla	91775-78	PACE (Decision Pending)	90713		
Maravilla	91801-99	PACE (Decision Pending)	90714		
Maravilla	93243	PACE (Decision Pending)	90715		
Maravilla	93510	PACE (Decision Pending)	90716		
Maravilla	93532	PACE (Decision Pending)	90717		
Maravilla	93534-36	PACE	90723		
Maravilla	93539	PACE (Decision Pending)	90731		
Maravilla	93543-44	PACE (Decision Pending)	90732		
Maravilla	93550-53	PACE (Decision Pending)	90733		
Maravilla	93563	PACE (Decision Pending)	90734		
Maravilla	93585-86	PACE (Decision Pending)	90744		
Maravilla	93590-91	PACE	90745-47		
PACE	90001-03	PACE (Decision Pending)	90748		
PACE	90006-09	PACE	90749		

San Diego County	
Agency	Zip Code
CUI	91941
CUI	91942
CUI	91945
CUI	92003
CUI	92004
CUI	92007
CUI	92008
CUI	92009
CUI	92024
CUI	92025
CUI	92026

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ARRA Exhibit A - Attachment I

Service Areas for Counties with Multiple Agencies

by Agency and Zip Code -- June 3, 2009

San Diego County		San Diego County		San Diego County	
Agency	Zip Code	Agency	Zip Code	Agency	Zip Code
CUI	92027	CUI	92122	MAAC	92022
CUI	92028	CUI	92123	MAAC	92040
CUI	92036	CUI	92124	MAAC	92053
CUI	92037	CUI	92126	MAAC	92066
CUI	92054	CUI	92127	MAAC	92071
CUI	92055	CUI	92128	MAAC	92113
CUI	92056	CUI	92129	MAAC	92114
CUI	92059	CUI	92130	MAAC	92125
CUI	92060	CUI	92131	MAAC	92135
CUI	92061	CUI	92133	MAAC	92139
CUI	92064	CUI	92137	MAAC (SY)	91932
CUI	92065	CUI	92145	MAAC (SY)	92153
CUI	92067	MAAC	91901	MAAC (SY)	92154
CUI	92068	MAAC	91902	MAAC (SY)	92173
CUI	92069	MAAC	91903		
CUI	92070	MAAC	91905		
CUI	92075	MAAC	91906	Santa Clara County	
CUI	92078	MAAC	91910	Agency	Zip Code
CUI	92079	MAAC	91911	CCES (Decision Pending)	95013
CUI	92082	MAAC	91912	CCES (Decision Pending)	95020
CUI	92083	MAAC	91913	CCES (Decision Pending)	95021
CUI	92084	MAAC	91914	CCES (Decision Pending)	95037
CUI	92086	MAAC	91915	CCES (Decision Pending)	95038
CUI	92101	MAAC	91916	CCES (Decision Pending)	95046
CUI	92102	MAAC	91917	San Mateo (Decision Pending)	94022
CUI	92103	MAAC	91931	San Mateo (Decision Pending)	94023
CUI	92104	MAAC	91934	San Mateo (Decision Pending)	94024
CUI	92105	MAAC	91935	San Mateo (Decision Pending)	94024
CUI	92106	MAAC	91947	San Mateo (Decision Pending)	94035
CUI	92107	MAAC	91948	San Mateo (Decision Pending)	94039
CUI	92108	MAAC	91950	San Mateo (Decision Pending)	94040
CUI	92109	MAAC	91962	San Mateo (Decision Pending)	94041
CUI	92110	MAAC	91963	San Mateo (Decision Pending)	94042
CUI	92111	MAAC	91977	San Mateo (Decision Pending)	94043
CUI	92112	MAAC	91978	San Mateo (Decision Pending)	94043
CUI	92115	MAAC	91979	San Mateo (Decision Pending)	94085
CUI	92116	MAAC	91980	San Mateo (Decision Pending)	94086
CUI	92117	MAAC	92014	San Mateo (Decision Pending)	94087
CUI	92118	MAAC	92017	San Mateo (Decision Pending)	94088
CUI	92119	MAAC	92019	San Mateo (Decision Pending)	94089
CUI	92120	MAAC	92020	San Mateo (Decision Pending)	94301
CUI	92121	MAAC	92021	San Mateo (Decision Pending)	94302
				San Mateo (Decision Pending)	94303
				San Mateo (Decision Pending)	94304
				San Mateo (Decision Pending)	94305

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Service Areas for Counties with Multiple Agencies
 by Agency and Zip Code -- June 3, 2009

Santa Clara County	
Agency	Zip Code
San Mateo (Decision Pending)	94306
San Mateo (Decision Pending)	94309
San Mateo (Decision Pending)	95002
San Mateo (Decision Pending)	95008
San Mateo (Decision Pending)	95009
San Mateo (Decision Pending)	95011
San Mateo (Decision Pending)	95014
San Mateo (Decision Pending)	95015
San Mateo (Decision Pending)	95026
San Mateo (Decision Pending)	95030
San Mateo (Decision Pending)	95031
San Mateo (Decision Pending)	95032
San Mateo (Decision Pending)	95035
San Mateo (Decision Pending)	95036
San Mateo (Decision Pending)	95042
San Mateo (Decision Pending)	95044
San Mateo (Decision Pending)	95050
San Mateo (Decision Pending)	95051
San Mateo (Decision Pending)	95052
San Mateo (Decision Pending)	95053
San Mateo (Decision Pending)	95054
San Mateo (Decision Pending)	95055
San Mateo (Decision Pending)	95056
San Mateo (Decision Pending)	95070
San Mateo (Decision Pending)	95071
San Mateo (Decision Pending)	95101
San Mateo (Decision Pending)	95103
San Mateo (Decision Pending)	95106

Santa Clara County	
Agency	Zip Code
San Mateo (Decision Pending)	95108
San Mateo (Decision Pending)	95109
San Mateo (Decision Pending)	95110
San Mateo (Decision Pending)	95111
San Mateo (Decision Pending)	95112
San Mateo (Decision Pending)	95113
San Mateo (Decision Pending)	95115
San Mateo (Decision Pending)	95116
San Mateo (Decision Pending)	95117
San Mateo (Decision Pending)	95118
San Mateo (Decision Pending)	95119
San Mateo (Decision Pending)	95120
San Mateo (Decision Pending)	95121
San Mateo (Decision Pending)	95122
San Mateo (Decision Pending)	95123
San Mateo (Decision Pending)	95124
San Mateo (Decision Pending)	95125
San Mateo (Decision Pending)	95126
San Mateo (Decision Pending)	95127
San Mateo (Decision Pending)	95128
San Mateo (Decision Pending)	95129
San Mateo (Decision Pending)	95130
San Mateo (Decision Pending)	95131
San Mateo (Decision Pending)	95132
San Mateo (Decision Pending)	95133
San Mateo (Decision Pending)	95134
San Mateo (Decision Pending)	95135
San Mateo (Decision Pending)	95136

Santa Clara County	
Agency	Zip Code
San Mateo (Decision Pending)	95138
San Mateo (Decision Pending)	95139
San Mateo (Decision Pending)	95140
San Mateo (Decision Pending)	95141
San Mateo (Decision Pending)	95148
San Mateo (Decision Pending)	95150
San Mateo (Decision Pending)	95151
San Mateo (Decision Pending)	95152
San Mateo (Decision Pending)	95153
San Mateo (Decision Pending)	95154
San Mateo (Decision Pending)	95155
San Mateo (Decision Pending)	95156
San Mateo (Decision Pending)	95157
San Mateo (Decision Pending)	95158
San Mateo (Decision Pending)	95159
San Mateo (Decision Pending)	95160
San Mateo (Decision Pending)	95161
San Mateo (Decision Pending)	95170
San Mateo (Decision Pending)	95172
San Mateo (Decision Pending)	95173
San Mateo (Decision Pending)	95190
San Mateo (Decision Pending)	95191
San Mateo (Decision Pending)	95192
San Mateo (Decision Pending)	95193
San Mateo (Decision Pending)	95194
San Mateo (Decision Pending)	95196

CCES = Central Coast Energy Services

CES = Community Enhancement Services

CUI = Campesinos Unidos, Inc.

MAAC = Metropolitan Area Advisory Committee - Chula Vista/National City Service Center

MAAC (SY) = Metropolitan Area Advisory Committee - San Ysidro Service Center

Maravilla = Maravilla Foundation

PACE = Pacific Asian Consortium in Employment

San Mateo - Community Action Agency of San Mateo County, Inc.

*All Zip Codes with "Decision Pending" are areas being served by interim providers under regular (non-ARRA) funding.

CSD has not made a final decision about distributing ARRA funding to these Zip Codes.

**ARRA EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

1. WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

- A. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.
- B. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

2. ALLOWABLE COSTS

A. Cost Reporting

All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

B. Administrative

1) General

- a. Administrative costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by CSD for the purpose of delivering services.
- b. Administrative costs shall not exceed the amounts as set forth in the project funding Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Community Services Block Grant (CSBG) in excess of the CSBG contractual limitations.

**ARRA EXHIBIT B
(Standard Agreement)**

- c. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
 - d. Contractors funded at less than \$350,000 in total allocation may request an additional five percent (5%) by submitting the DOE Application for Additional Administrative Funds (CSD 574). Approval is contingent upon CSD's determination that the additional amount is needed to effectively implement the administrative requirements of the program.
- 2) Local governments shall use OMB Circular A-87 (Cost Principles for State and Local Governments) as a guide for determining administrative costs.
 - 3) Private, nonprofit corporations shall use OMB Circular A-122 (Cost Principles for Nonprofit Organizations) as a guide for determining administrative costs.

C. Program Costs

1) General

Program costs are all allowable costs other than Administrative Costs. Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Allowable costs shall be as set forth in Title 10, Code of Federal Regulations, Section 440.18(c).

2) Client Education

Client education is limited to those costs associated with development and purchase of client education materials to provide group client education, energy conservation information, resource and referral, budget counseling and lead safe education.

3) Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

**ARRA EXHIBIT B
(Standard Agreement)**

4) Outreach

Outreach is limited to those costs associated with the development of outreach materials, strategies and partnership development.

5) Training

- a. Training and technical assistance shall not exceed the cost as set forth in the project funding page and shall be reimbursed at actual cost.
- b. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages.
- c. Training and technical assistance shall include costs associated with direct services to include outreach, intake, client education, and weatherization training. The completion of Weatherization-related training includes: Basic Weatherization Training, Environmental Hazards Awareness Training, Duct Sealing/Blower Door Training, and Combustion Appliance Safety Training. Training may also include internal Contractor training, safety training, attendance of weatherization-related training to include ServTraqLITE or other forms of training to aid the development and skill of staff in utilizing and supporting internal program automation systems, and/or workshops sponsored by DOE, CSD, and/or other organizations offering a component of weatherization training.
- d. Training and technical assistance funds may also be used to train Contractor's subcontractors participating in the program. In making the determination to pay for subcontractor training, Contractor should secure a retention agreement in exchange for the training. The contract agreement should stipulate that the subcontractors will work in the program, for a minimum of 12 months. The training costs are limited to travel, admission and materials.

6) Major Vehicle and Field Equipment

- a. Acquisition costs shall mean the actual costs associated with the purchase of vehicle and field equipment over \$5,000 per unit used for the purpose of delivery of direct services.
- b. CSD must approve purchases or lease-purchase option of vehicles or field equipment with a total value greater than \$5,000.

**ARRA EXHIBIT B
(Standard Agreement)**

c. Contractor is responsible for all vehicle and field equipment purchased or leased under the program included that which is used by Contractor's subcontractors.

7) Minor Vehicle and Field Equipment

Acquisition costs shall mean the actual costs associated with the purchase of vehicle and field equipment under \$5,000 per unit used for the purpose of delivery of direct services.

8) Vehicle Insurance

Vehicle insurance shall mean those costs allocated for those vehicles used in the delivery of weatherization services.

9) Workers Compensation

Workers Compensation shall mean those actual costs associated with workers compensation coverage for program staff whose salaries and wages are chargeable under program costs, excluding program staff performing direct weatherization services. Workers Compensation for salaries and wages of staff chargeable under administrative costs shall be reimbursable at actual costs under administrative costs.

B. Monthly Reports

- 1) Contractor shall submit to CSD, Contractor's expenditures and activities under this agreement by entry onto the web-based, Expenditure Activity Reporting System (EARS). The monthly reports shall be submitted on or before the fifth (5th) calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.
- 2) Expenditures for activity under this agreement shall be reimbursed through the DOE Monthly Weatherization Expenditure/Activity Report via EARS.
- 3) All adjustments, if any, must be reported through EARS under the report period in which the expenditures occurred.

**ARRA EXHIBIT B
(Standard Agreement)**

3. SCHEDULE OF ATTACHMENT

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I 2009 DOE WEATHERIZATION BUDGET (CSD 570)

**EXHIBIT B - ATTACHMENT I
2009 ARRA DOE WEATHERIZATION BUDGET**

Contractor Name: El Dorado County Department of Human Services		Contract Number: 09C-1808	Telephone Number: 5306424893
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Prepared By (Print Name/Title): Maki Ganno / Sr. Accountant	E-mail Address: maki.ganno@co.el-dorado.ca.us		Fax Number: (530) 621-2518
10 - ADMINISTRATIVE COSTS			
1.	Administrative Costs	\$	4,676.00
2.	Administrative Equipment (More than \$5,000)		
3.	TOTAL ADMINISTRATIVE COSTS (Total of Lines 1 and 2 - Not to exceed allocated amount)	\$	4,676.00
20 - PROGRAM COSTS			
1.	Client Education	\$	
2.	Liability Insurance		500.00
3.	Outreach		18,404.00
4.	Training and Technical Assistance (Not to exceed allocated amount)		51,138.00
5.	Minor Vehicle and Field Equipment (Less than \$5,000)		18,000.00
6.	Major Vehicle and Field Equipment (More than \$5,000)		
7.	Vehicle Insurance		
8.	Workers' Compensation		800.00
9.	TOTAL PROGRAM COSTS (Total of Lines 1-8)	\$	88,842.00
30 - TOTAL COSTS (Total of Lines 1 & 9)		\$	93,518.00

INSTRUCTIONS
EXHIBIT B – ATTACHMENT I
DOE WEATHERIZATION PROGRAM BUDGET
CSD 570 (Rev. 06/03/09)

SECTION 10 – ADMINISTRATIVE COSTS

Line 1 – Administrative Costs - Enter the amount of funds allocated for all Administrative Costs. Administrative costs include salaries, wages, workers compensation, and fringe benefits for administrative staff, accounting, facilities, office equipment and supplies, telephone, travel, utilities and other administrative costs related to activities subject to DOE program rules.

Line 2 – Administrative Equipment - Enter the acquisition (actual cost to purchase) office equipment. These are purchases that are over \$5,000.

Line 3- Total Administrative Costs – Enter the total of lines 1 and 2. This amount should not exceed the allocated amount.

Note: In calculating the allowable administrative costs, any carryover funds allocated from a previous program year CANNOT be used in calculating the allowable administrative costs. Administrative costs are limited to ARRA funding only. Calculate the percentage of total Administrative Costs to the Contract Amount EXCLUDING ANY CARRYOVER AMOUNTS ALLOCATED TO YOUR AGENCY. The total of Administrative Costs is limited to five percent (5%) of the contract budget (ARRA funding only). (See CSD 574 to apply for additional administrative funds.)

SECTION 20 – PROGRAM COSTS

Line 1 – Client Education – Enter the amount of funds allocated for client education activities.

Line 2 - Liability Insurance - Enter the amount of funds allocated for insurance bonds, general liability and pollution occurrence insurance. Do not include vehicle insurance in accordance with DOE program rules.

Line 3 – Outreach – Enter the amount of funds allocated for Outreach activities.

Line 4 - Training and Technical Assistance - Enter the amount of funds allocated for training and technical assistance subject to DOE program rules. The funds allocated cannot exceed the amount as provided by CSD.

Line 5 – Minor Vehicles and Field Equipment (Acquisition Costs) - Enter the acquisition (actual cost to purchase) vehicle and field equipment. These are purchases that are under \$5,000.

Line 6 – Major Vehicles and Field Equipment (Acquisition Costs) - Enter the acquisition (actual cost to purchase) vehicle and field equipment. These are purchases that are under \$5,000. Vehicle and field equipment purchases or lease purchase option with a value over \$5,000 need prior approval from CSD.

Line 7 – Vehicle Insurance – Enter the amount of funds allocated for insurance for weatherization vehicles.

Line 8 – Workers’ Compensation – Enter the amount of funds allocated for Workers’ Compensation for program staff. Do not include workers’ compensation for salaries allocated to administrative costs.

Line 9 - Total Program Costs - Enter the sum of Lines 2 through 8.

Note: The total Program Costs shall not be less than 95% of the total Contract Amount unless additional administrative funds have been applied for. (See CSD 574 to apply for additional administrative funds.)

SECTION 30 – TOTAL COSTS

Enter the sum of Lines 1 and 9. Verify the total allocation as provided by CSD.

**ARRA EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS PROVISIONS: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

1. AUDITING STANDARDS AND REPORTS

Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular -133 shall:

- A. submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year, and
- B. 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. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS

- A. CSD shall review Contractor's achievement of goals established in the Contractor's DOE Local Plan including but not limited to costs eligible under the terms of this Agreement.
- B. At the conclusion of each monthly period of the contract term, CSD shall review Contractor's achievement of goals, and if they are not being achieved, CSD shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an immediate resolution.
- C. Failure to submit any monthly report by the fifth calendar day pursuant to Exhibit ARRA B, Subdivision B, shall be deemed noncompliance.
- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of non-achievement of goals. The Contractor shall have to meet all goals inclusive to the next one-month period.
- E. The term of this agreement will be no longer than twenty seven (27) 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 up to thirty (30) months or longer 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 Agreement. In no circumstance may the Agreement be extended beyond March 30, 2012.

**ARRA EXHIBIT D
(Standard Agreement)**

3. SCHEDULE OF ATTACHMENT

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I 2009 AUDIT GUIDE

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)



To: All Community Service Block Grant, Low-Income Home Energy Assistance Program, Department of Energy, and Other Program Contractors

From: CSD Audit Services Unit

Date: June 1, 2009

SUPPLEMENTAL AUDIT GUIDE**Introduction**

The purpose of this 2009 Supplemental Audit Guide is to provide further instructions for the independent auditor and/or CPA firms that perform audits of agencies that contract with the California Department of Community Services and Development (CSD) to deliver programs. As specified in each program contract, all independent auditors and CPA firms must follow this Supplemental Audit Guide if the Contractor being audited is funded totally or in part by CSD contracts. This guide is not intended to be an auditing procedures manual but rather to further instruct the independent auditor and CPA firm in testing certain costs identified by CSD as needing more detailed disclosure.

The primary focus of this guide is auditing and reporting on specific items of costs funded by CSD contracts. The procedures outlined in this guide either clarify and complement or, exceed the requirements of Office of Management and Budget (OMB) Circular A-133.

Auditor's Judgment

Auditors performing the work according to this Supplemental Audit Guide must continue to exercise professional judgment. The auditor shall follow the procedures included in this audit guide unless, in the exercise of his or her professional judgment, the auditor determines that other procedures are more appropriate in particular circumstances. The auditor, however, must justify in writing any change from the audit procedures suggested by this Supplemental Audit Guide. The audit report must contain assurances that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

Selected Items of Cost**Inventory System (All Contracts)**

1. The independent auditor or CPA firm must gather evidence to validate the inventory listed as an asset on the balance sheet.

2. The closeout report on CSD contracts requires an inventory listing on all items purchased with CSD contract funds.
3. Inventories listed on the balance sheet and on the CSD closeout reports must be verified that they physically exist, are owned (not leased), and are in operable condition.
4. Inventory listings must be accurately compiled in the inventory accounts. Inventories are to be properly stated at cost (except when the market rate is lower).

Subcontracts (All Contracts)

1. Subcontracts must be arms-length agreements and free of actual or apparent conflicts of interest. Validate and report to CSD. CSD-funded agencies should be aware that contracting with wholly owned subsidiaries might not be considered arms-length agreements. This is especially true where both boards have similar members.
2. Contractors are required to substantiate that all costs expended under subcontracts are allowable and allocable to the particular program pursuant to the same standards as the costs expended directly by the Contractor under the specific CSD contract. Document the Contractor's system of ensuring this level of accountability, and report to CSD.

Weatherization Crew Hours (LIHEAP and DOE Contracts)

Document the methodology the Contractor uses to capture the actual hours each weatherization worker spends on each house, specific work performed and address. If this data is maintained in an automated system, obtain and review system documentation.

1. Verify that the monthly report summaries used to report weatherization crew hours provide accurate information by selecting and testing a representative sample.
2. Trace the monthly closeout report totals for weatherization labor hours to the Contractor's monthly report summaries and reconcile this to the supporting source documents.

Prohibition on Lobbying

The independent auditor shall verify that no CSD contract funds were used to influence or attempt to influence an officer or employee of a state or federal government agency, or a member of Congress or the State Legislature, in connection with the awarding of any contract, grant, loan, or cooperative agreement.

System of Internal Control

Audits must include an examination of the systems of internal control. Internal control systems must be established to ensure compliance with laws and regulations affecting the expenditure of State and/or Federal funds, financial transactions and accounts, and the agency's process for submission of Contractor billings submitted to CSD for the performance of the contract.

The Contractor's accounting system must provide for accumulating and recording of expenditures by cost category (budget line items) shown in the approved budget. The independent auditor or CPA firm must give an opinion on the internal controls of the Contractor being reviewed.

Administrative Cost Cap

CSD contracts have an administrative cost cap. Administrative costs charged to each CSD contract must not exceed this cost. In addition, other Federal funds must not be used to exceed the total administrative cost cap charged to the CSD contract, unless specifically allowed by Federal statute.

Use of Indirect Cost Rates or Other Indirect Cost Methodology

1. A Federally Approved Indirect Cost Allocation Rate may be used for selected items of costs up to the maximum allowed by the CSD contract's administrative cost rate. Costs claimed for a specific line item in the budget cannot be reported as direct costs and also as indirect costs.
2. Validate the indirect cost rate or methodology and the application of the rate used by the Contractor.
3. Ensure compliance with OMB Circulars A-87 and A-122.

Basis for Allocation of Costs

1. The independent auditor or CPA firm must identify the Contractor's basis for allocating costs to CSD contracts. Costs charged to CSD contracts must be allocable, allowable, and based on actual expenses incurred by the Contractor for the CSD contract. Costs charged to the CSD contract must also have an approved contract budget line item.
2. Ensure Compliance with OMB Circulars A-87 and A-122.

Going Concern and Subsequent Events

The independent auditor or CPA firm must provide a “positive assurance” statement that any (significant) subsequent events, related directly or indirectly, that occurred after the final closeout report and single agency-wide audit are submitted to CSD do not materially affect the closeout report, as submitted by the Contractor. Additionally, the independent auditor or CPA firm must provide “positive assurance” whether or not the Contractor will continue as a going concern. Some examples are litigation settlement, bankruptcy, mergers, large loans, cash flow problems, etc.

Representation Letter

A Representation Letter between the independent auditor or CPA firm and the Contractor must be forwarded to CSD. The Representation Letter must be signed by the Contractor’s controller (or equivalent) and either the Chair of the Audit Committee if it exists or the Executive Director.

Engagement Letter

In the event a Contractor is more than one month late in submitting the required independent audit report, the Contractor shall submit one copy of the finalized, signed Engagement letter between the Contractor and the Contractor’s independent auditor or CPA firm.

Supplemental Statements

Beginning with the 1994 program year, CSD contract provisions have required the financial and compliance audit to include supplemental statements. These supplemental statements must be included as part of the package submitted to CSD with the single agency-wide audit for each fiscal year. CSD uses the above information to reconcile the audited costs to the costs reported by the Contractor.

The supplemental statements should be based on the budget line items contained in the contract. The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs and total reported expenses by budget line item. Please refer to Attachment Nos. 1 and 2 for examples of the format to use for the required supplemental statements.

Auditing Standards and Reports

The financial and compliance audit report shall contain the following supplemental 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.

Testing of Transactions

A sufficient number of items should be selected for review that represent all material costs categories. The audit should determine whether:

- a. Contractor's internal control over the contract is effective and working as intended;
- b. Reported program expenditures are allowable and allocable;
- c. Reported expenditures conform to funding or program limitations or exclusions;
- d. Reported expenditures are not charged to, or reimbursed by, other programs or funding sources;
- e. Transactions are properly approved, reported, and supported by source documents;
- f. Reported expenditures were incurred within the appropriate contract term; and
- g. Contractor complied with applicable laws, regulations, and contract requirements.

Identify American Recovery and Reinvestment Act of 2009 (ARRA) Funds

Contractors covered under the Single Audit Act and OMB circular A-133 must specifically identify ARRA funds on the SEFA by CFDA number, contract number, and by attaching the prefix "ARRA-" to the Federal program name. This information may be used by CSD to monitor the Contractor's expenditures of ARRA funds. In addition, the Contractor should maintain documentation to identify sub-award and project funded through the ARRA.

**ARRA EXHIBIT E
(Standard Agreement)**

**ADDITIONAL PROVISIONS: AMERICAN RECOVERY AND REINVESTMENT ACT
OF 2009**

1. ADMINISTRATIVE REQUIREMENTS

For all recipients, administrative requirements of the awards will be governed by Section 1512 of the American Recovery and Reinvestment Act of 2009.

2. CENTRAL CONTRACTOR REGISTRATION (CCR)

- A. As required under the Recovery Act, Contractor must have a Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com) (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than July 10, 2009. (ARRA § 1512, ARRA § 1609)
- B. Contractor must maintain active and current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which it has active federal awards funded with Recovery Act funds.

3. PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY
TOWARDS CONTRACTORS' LABOR RELATIONS ON FEDERALLY FUNDED
CONSTRUCTION PROJECTS

- A. Unless in conflict with the State of California or local laws, contractor must ensure that bid specifications, project agreements, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 - 1) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 - 2) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- B. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- C. Nothing in this provision prohibits bidders, offerors, contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

**ARRA EXHIBIT E
(Standard Agreement)**

4. BUY AMERICAN

- A. None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
- B. Subsection A. shall not apply in any case or category of cases in which the head of the Federal department or agency (grantor) finds that –
 - 1) applying subsection A. would be inconsistent with the public interest;
 - 2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - 3) inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- C. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection A. based on a finding under subsection B., the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.
- D. This section shall be applied in a manner consistent with United States obligations under international agreements.
- E. Implementation of this provision should follow the forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Contracting Officer.

5. PROCUREMENT

All funds under this Agreement expended through a subcontract for personal services or goods shall be fully subject to open and free competition as directed by OMB Circulars A-102 and A-110. Contractor may not rely on prior contractual relationships with a subcontractor as the sole justification a subcontract awarded with ARRA funds. Contractor must fully implement all procurement procedures and requirements pursuant to Exhibit E3.

**ARRA EXHIBIT E
(Standard Agreement)**

6. WHISTLEBLOWERS PROTECTION

Contractor acknowledges and agrees to the following obligations and proscriptions with respect to whistleblower protection contemplated under the provisions of ARRA as well as the associated policies and guidelines of the Federal Government concerning implementation of ARRA. Contractor further agrees to fully inform CSD in writing in a timely fashion of any circumstance or incident related to the matters covered in this section.

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grant jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- Gross waste of covered funds Weatherization Program Notice 09-1B 15
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.

**ARRA EXHIBIT E
(Standard Agreement)**

- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the Recovery Act shall post notice of the rights and remedies as required therein. See www.Recovery.gov.

7. PROHIBITED USE OF FUNDS

Pursuant to the Recovery Act, Section 1604, Restrictions, Contractor shall not use Recovery Act funds to support or benefit projects or activities for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools.

8. INFORMATION IN SUPPORT OF RECOVERY ACT REPORTING

Contractor is responsible to maintain and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Contracting Officer or designee.

9. FALSE CLAIMS ACT

Contractor shall promptly refer to CSD for transmission to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws Weatherization Program Notice 09-1B 16 pertaining to fraud, conflict or interest, bribery, gratuity or similar misconduct involving those funds.

**ARRA EXHIBIT F
(Standard Agreement)**

**PROGRAMMATIC PROVISIONS: AMERICAN RECOVERY AND REINVESTMENT
ACT OF 2009**

1. ARRA LOCAL PLAN

As a condition of receiving ARRA funds, existing Energy Contractors were required to submit an ARRA Local Plan, also referred to as ARRA Local Plan. The ARRA Local Plans certified the Contractor's interest and capacity to successfully administer ARRA and offered further details to support the Contractor's ramp-up efforts for local implementation and administration of the DOE ARRA program.

Specific Section and documents of the ARRA Local Plan are incorporated and referenced under this Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS: AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009, of this Agreement. The relevant sections will be utilized by CSD to evaluate overall agency performance and achievement of activities and goals described in the ARRA Local Plans, to include:

- A. County specific quarterly expenditure, unit production benchmarks, job creation estimates, and procurement plans for vehicles, equipment and other material goods.
- B. Plans for maintaining oversight of program operations, employees and subcontractors and assure the quality of delivered services under this agreement.
- C. Training plans and logs documenting the level of training of weatherization crew members (employees) and weatherization subcontractors.
- D. Contractors will be required to amend the ARRA Local Plans to offer any updated information on program implementation plans and further describe intended activities in areas of Community Outreach & Planning, Workforce Development, Outreaching to Elected Officials, and Subcontracting. The following is a more detailed summary of the additional informational requirements of the ARRA Local Plan:
 - 1) Community Outreach and Planning – activities to be undertaken to inform local community, local elected officials, labor, workforce development advocates and stakeholders, and community colleges on the Contractor's plans for implementing and administering the DOE ARRA within the designated service area;
 - 2) Local Workforce Development – plans to secure an active membership and/or participation in local workforce investment board planning efforts;

**ARRA EXHIBIT F
(Standard Agreement)**

- 3) Elected Officials – plans to actively outreach to and inform city, county, and state elected officials on the local administration of the DOE ARRA Program;
 - 4) Subcontracting – agency plans for the procuring of material goods and services from third-parties, and how the agency plans to inform interested parties within the local community of subcontracting opportunities.
- E. ARRA Local Plan amendments are to be submitted to CSD by August 31, 2009. The issuance of ARRA funds for dwelling production is contingent upon Contractor’s timely submittal of a satisfactory ARRA Local Plan amendment.

2. REPORTING REQUIREMENTS

A. Monthly Narrative Report on Ramp-Up Activities

Contractor shall submit monthly information regarding ramp up activities, as described in Contractor’s DOE Local Plan Exhibit F, Attachment I, through September 30, 2009.

In the event the report due date falls on a weekend or holiday, the due date will be the business day immediately after to the scheduled due date

Month Ending	Report Due
July 31, 2009	August 5, 2009
August 31, 2009	September 5, 2009
September 30, 2009	October 5, 2010

A. Quarterly Report

Contractor shall report quarterly information of the status of work including but not limited to accomplishments, shortfalls, cost, personnel changes, barriers to production, schedule status, number of jobs created and retained, infrastructure investment made by local governments, and hours trained on the DOE Quarterly Report (CSD 513) to the state on or before the fifth calendar day following the reporting period irrespective of the level of activity. The report shall cover the contract period of June 30, 2009 through September 30, 2011 and is due:

**ARRA EXHIBIT F
(Standard Agreement)**

Quarter Ending	Report Due
September 30, 2009	October 5, 2009
December 31, 2009	January 5, 2009
March 31, 2010	April 5, 2010
June 30, 2010	July 5, 2010
September 30, 2010	October 5, 2010
December 31, 2010	January 5, 2011
March 31, 2011	April 5, 2011
June 30, 2011	July 5, 2011
September 30, 2011	October 5, 2011

3. SCHEDULE OF ATTACHMENT

The following attachment to this exhibit is hereby attached and incorporated by this reference:

ATTACHMENT I 2009 DOE ARRA LOCAL PLAN

ARRA Exhibit F – Attachment I

DOE ARRA Local Plan – Cover Page

Due Date **Thursday, April 9, 2009**

Email To **localplan@csd.ca.gov**

Contact for Questions

Agency Name	El Dorado County Department of Human Services
Contact Person	Michelle Hunter
Title	Program Manager
Phone Number	530-621-6161
Email	mhunter@co.el-dorado.ca.us

Must be available to answer questions from CSD on April 10 and April 13.

Participation Acceptance

Our agency is interested in participating in the DOE ARRA Program. We certify that we have the capacity to provide the required services within our service territory as outlined in the Local Plan.

Signature	
Name	Janet Walker-Conroy
Title	Acting Director, Department of Human Services
Phone Number	530-642-7272
Email	jwconroy@co.el-dorado.ca.us
Date	4/9/09

Participation Refusal

Our agency is not interested in participating in the DOE ARRA Program. We understand that the funds will be reallocated to a qualified entity with the capacity to provide the required services within our service territory.

Signature	N/A
Name	
Title	
Phone Number	
Email	
Date	

CSD Approval

Approved by	
Approval Date	

ARRA Exhibit F – Attachment I

DOE ARRA Local Plan

Instructions It is important to first read the DOE ARRA Local Plan Instructions provided as a separate document before completing this plan.

General Plan Describe your ramp up efforts undertaken in response to the increased funding for LIHEAP and how these experiences will transfer to the ramp up efforts required for ARRA.

El Dorado County has hired three Energy/Weatherization Technicians and one intake/outreach worker in response to the increased funding for LIHEAP. For the ARRA, El Dorado County proposes to bring on additional staff to perform outreach, intake and eligibility determination in house, and will contract out for the basic weatherization and specialty work through a Request for Proposal process. El Dorado County has nearly 30 years experience providing LIHEAP/ DOE Weatherization services and has the expertise and capability to administer a program to expend the increased funding provided by ARRA.

In reviewing the amount of your allocation, will you be able to build capacity enough to accept and spend the total amount for your entire service area?

YES

If not, what % of the allocation can you accept?

N/A

For multi-county agencies, will you have the capacity to spend funds proportionate to each county's allocation and meet the 50% threshold in each county by the required deadline?

YES

Outreach Describe how you will increase your outreach efforts to reach the necessary number of low-income clients needed to meet your ARRA production goals. If you are a multi-county agency, describe how this will be accomplished in each county.

The Department of Human Services will expand outreach efforts already in process for LIHEAP/DOE to conduct an extensive outreach campaign in El Dorado County and Alpine County to ensure compliance with ARRA production goals. This will be accomplished by targeting low-income clients in both counties through local newspapers, radio, media, faith-based organizations, community fairs and other programs serving low-income residents. Human interest stories will be coordinated with local newspapers in both counties to inform the public of both the benefits Weatherization can provide to low-income residents and the income-eligibility guidelines for ARRA assistance. The Department of Human Services has a comprehensive network established to provide outreach to targeted populations, and departmental capacity to pursue outreach efforts has already been enhanced due to the increased LIHEAP funding.

Quality Assurance For each question in this section, provide a comprehensive narrative on your current processes and what changes you will make to increase the oversight of program staff and subcontractors to ensure that:

Only eligible households are served and that priority will be given to vulnerable populations and those with high energy burden per DOE regulations.

Trained LIHEAP/DOE intake workers ensure that income-eligibility and citizenship is verified, and that the specific populations identified in the El Dorado County

ARRA Exhibit F – Attachment I

LIHEAP/DOE Priority Plans are targeted. Since El Dorado County proposes to perform intake for the ARRA in house, like procedures will be followed to ensure compliance with DOE ARRA regulations.

Only feasible measures are installed, all measures billed to CSD were installed, and workmanship meets CSD standards.
 For the ARRA, El Dorado County proposes to contract out for the basic weatherization and specialty work functions. The LIHEAP/DOE Program Coordinator and Senior Energy/Weatherization Technician will review and approve subcontractor(s) billings prior to payment and will conduct periodic on-site monitoring visits to ensure only feasible measures are installed, all measures billed to CSD were installed and workmanship meets CSD standards.

All records meet CSD standards, billing is accurate and truthful, and reports are submitted on time.
 The LIHEAP/DOE Program Coordinator ensures that client files contain all required documentation as mandated by contract. The Program Coordinator and Senior Accountant review invoices to verify work was completed and labor charges are correct. Reports are submitted on time through the EARS system. This review process will be conducted for the ARRA, and the Senior Energy/Weatherization Technician will additionally review subcontractor(s) invoices. Subcontractor(s) will be required to submit timely monthly reports to enable the Department, as Local Service Provider, to complete and submit ARRA reports to CSD as required by the 5th of each month.

Prevailing Wage

Describe any variations from the information provided in Attachment E – Prevailing Wages that were used in your calculations.
 Subcontractor(s) will be required to pay at least prevailing wages in accordance with Attachment E or as otherwise determined by DOE/DOL. This requirement will be included in the RFP, and all sub-contracts awarded will contain Davis-Bacon compliance language.

Workforce Development

Enter the total number of in-house employees currently working in CSD weatherization and HCS programs in the following positions. Count each employee only once. If only a portion of an employee's time is charged to the program, count that person as one.

Position	Total
Admin / Fiscal	4
Program Management	1
Program Support	2
Intake	2
Outreach	1
Other – Field Worker Leader	1
Other – Field Worker Crew	5

Enter the total number of subcontracted employees currently working in CSD weatherization and HCS programs in the following positions. Count each subcontracted employee only once. If only a portion of an employee's time is charged to the program, count that person as one.

ARRA Exhibit F – Attachment I

Position	Total
Admin / Fiscal	0
Program Management	0
Program Support	0
Intake	0
Outreach	0
Other	

Describe your plans for building up your in-house workforce to meet the capacity needed to perform the ARRA program.
 El Dorado County proposes to perform intake and outreach for the ARRA program in-house. Two outreach/intake workers will be hired by the El Dorado County Department of Human Services to perform these functions. One intake/outreach worker will focus primarily on the West Slope of the County, and the other worker will focus primarily on the Tahoe Basin and Alpine County. The Department also plans to add one admin/fiscal and one program support position.

Describe your plans for building up your workforce by outsourcing to meet the capacity needed to perform the ARRA program.
 El Dorado County proposes to contract out through a RFP process for all basic weatherization and specialty work for the ARRA. Demographic challenges result from significant distances between population centers, with the Sierra-Nevada Mountain range separating the Tahoe Basin and Alpine County from the West Slope of El Dorado County and the low-income target population scattered among all areas. The RFP will specify that a vendor must serve one or more of the following service areas: Alpine County, Tahoe Basin, Pollock Pines/Camino, Georgetown Divide, West County, South County and/or Central Placerville. In ranking proposals for award of contract(s), preference will be given to vendors that propose to 1) cover all or multiple service areas and 2) purchase materials in El Dorado or Alpine counties. Each subcontractor must initially hire at least two workers per service area, except for the Central Placerville area, which would require four workers, and will be required to consult with County employment programs to identify potential workers, including dislocated workers.

If you are not outsourcing any of your workforces, explain why.
 N/A

Vehicle & Equipment over \$5,000 per Unit

If you are planning on charging any portion of vehicle and equipment purchases to ARRA, enter the following information related to these purchases. This will require DOE approval.

Item	Quantity	Est. Cost
N/A		

ARRA Exhibit F – Attachment I

Barriers

Identify any barriers that you feel you may face in meeting the requirements of ARRA (subcontracting, workforce development, outreach & marketing, quality assurance and oversight, compliance with DOE requirements, fiscal requirements and reporting, performance).

The requirement that the standard CSD Activity Expenditure Report be submitted by the 5th of each month will represent a significant challenge, given that the basic weatherization and specialty work will be outsourced. This requirement could potentially discourage a subcontractor from bidding to perform the basic weatherization and specialty work.

Describe what assistance you will need from CSD.

El Dorado County would appreciate guidance on how weatherization services may be provided to the same client using both LIHEAP and ARRA resources, separately and sequentially.

Attached Document Checklist

Document	Attached?
Ramp Up Schedule	YES
Field Staff Training Logs for Agency Staff & Subcontractors	YES
Diagnostic Equipment Log	YES
Disclosure of Findings	N/A
Disclosure of Legal Proceedings	N/A

Comments

Enter any comments you wish to make relative to the Local Plan and ARRA.

N/A

Must be 50% spent
out by 9/30/10

RAMP UP SCHEDULE Agency: El Dorado County Human Services	2009			2010			2011		
	1	2	3	4	5	6	7	8	9
Total Expenditures by County	Total								
El Dorado	100%	10%	10%	10%	10%	13%	13%	12%	12%
Alpine	100%	10%	10%	10%	10%	13%	13%	12%	12%
	0%								
	0%								
	0%								
	0%								
	0%								1
Total	200%	20%	20%	20%	20%	26%	26%	24%	24%
Unit Production by County	Total								
El Dorado	202	5	10	15	30	28	28	28	28
Alpine	5	0	1	0	2				
	0								
	0								
	0								
Total	207	5	11	15	32	28	28	28	28
Job Creation - Agency	Total								
Admin / Fiscal	1	1							
Program Management	0								
Program Support	1	1							
Intake	1	1							
Outreach	1	1							
Field Supervision	0								
Assessors / Inspectors	0								
Crew Leaders	0								
Crew Members	0								
Other -	0								1
Total	4	4	0	0	0	0	0	0	0

RAMP UP SCHEDULE

Agency: El Dorado County Human Services

	2009			2010			2011		
	1	2	3	4	5	6	7	8	9
Total Expenditures by County	7/1 - 9/30	10/1 - 12/31	1/1 - 3/31	4/1 - 6/30	7/1 - 9/30	10/1 - 12/31	1/1 - 3/31	4/1 - 6/30	7/1 - 9/30
Job Creation - Subcontractors	7/1 - 9/30	10/1 - 12/31	1/1 - 3/31	4/1 - 6/30	7/1 - 9/30	10/1 - 12/31	1/1 - 3/31	4/1 - 6/30	7/1 - 9/30
Basic Weatherization	14								
Specialty	4								
Other -	0								
Other -	0								
Total	18	0	0	0	0	0	0	0	0
Vehicle & Equipment Purchases	7/1 - 9/30	10/1 - 12/31	1/1 - 3/31	4/1 - 6/30	7/1 - 9/30	10/1 - 12/31	1/1 - 3/31	4/1 - 6/30	7/1 - 9/30
Vehicles	0								
Equipment -	0								
Equipment -	0								
Equipment -	0								
Equipment -	0								
Total	0	0	0	0	0	0	0	0	0

Instructions

Expenditures by County -

- Enter the name of each county in your service territory on separate lines.
- For each county, enter the percentage of funds you plan to expend by the end of each quarter.

Unit Production By County -

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

Job Creations - Agency -

- Enter the number of employees by category that you estimate will be hired each quarter.
- Categories - If a new hire fits into more than one category, count the person only once. Place them in the category that requires the most training per the proposed training coursework in the instructions.

Job Creations - Subcontractors

- Enter the estimated number of jobs that will be created by contracting with subcontractors for both basic wx and specialty work.
- To help determine the number of jobs, base your estimate as if you were doing a direct hire rather than subcontracting.

Vehicle & Equipment Purchases over \$5,000 per Unit

- Enter the quantity of vehicles and equipment in the quarter you are planning to make the purchases even if only a portion of the purchase will be charged to ARRA.

Note: Although this sheet is protected, there is no password. To remove the protection, go to Tools, choose Protection and lastly choose Unprotect Sheet!

FIELD STAFF TRAINING LOG

Agency Name: El Dorado County Human Services Subcontractor Name: N/A (Subcontractor(s) to be determined by RFP process)

Employee Name	Hire Date	Basic Wx	CAS	Blower Door	Duct Blaster	Environ Hazard	Lead-Safe Wx	HJUD Lead-Safe Wx	Performs Unit Assessments?
Field Supervision									
Wilbur Mott	06/16/00	11/08/00	12/05/00	12/05/00	05/25/06		11/14/00		YES
		STC	STC	STC	STC		In-House		
Assessors / Inspectors									
Crew Leaders (Journeyman)									
Kevin Gray	11/12/05	05/12/06	08/25/06	08/25/06	08/25/06		01/11/06		YES
		STC	STC	STC	STC		In-House		
Jim Thompson	11/26/05	05/12/06	05/25/06	05/25/06	05/25/06		01/11/06		YES
		STC	STC	STC	STC		In-House		
Crew Members (Apprentices)									
Logan Bailey	03/16/09	5/4/2009	7/13/2009	6/15/2009	6/15/2009		04/01/09		
		STC	STC	STC	STC		In-House		
Drake Grimm	02/28/09	5/4/2009	7/13/2009	6/15/2009	6/15/2009		04/01/09		
		STC	STC	STC	STC		In-House		
Rey Bettran	02/28/09	5/4/2009	7/13/2009	6/15/2009	6/15/2009		04/02/09		
		STC	STC	STC	STC		In-House		

Employee Name	Hire Date	Basic Wx	CAS	Blower Door	Duct Blaster	Environ Hazard	Lead-Safe Wx	HUD Lead-Safe Wx	Performs Unit Assessments?
		Provider							
		Training Date							
		Provider							
		Training Date							
		Provider							

Instructions

Complete this form for your agency and include all current weatherization and HCS employees who work on CSD programs. Complete a separate form for each subcontractor who currently performs basic weatherization services for your agency. Do not complete a form for subcontractors who are CSD service providers.

Categorize employees by their primary job function. Count each part-time employee as one.

Provider key -

- Please use one of the following choices when entering a provider.

Use	For
STC	PG&E Energy Training Center in Stockton
SB	San Bernardino Energy Training Center
In-house	Provided at the agency by another agency employee
Onsite	Onsite training provided by RHA
Other	Any other type of provider not listed

Performs Unit Assessments? -

- Place an X by any employee who performs assessments you consider to be the primary assessment of the dwelling.

Note: Add more lines when necessary. The form is protected without a password. To remove the protection, go to Tools, choose Protection and lastly choose Unprotect Sheet.

DIAGNOSTIC EQUIPMENT LOG

Agency: El Dorado County Human Services

Subcontractor:

Make / Model	Probe Extension Present?	Analyzer Acquisition Date	Analyzer General Condition	Date Analyzer Last Sent to Manufacturer?		
CO Analyzers						
Bacharach/Monoxer III	No	03/11/09	Good	N/A		
Bacharach/Monoxer III	No	10/18/07	Good	01/21/09		
Bacharach/Monoxer III	No	Unknown	Bad	N/A		
Bacharach/Monoxer III	No	Unknown	Bad	N/A		
How many additional CO analyzers will you be purchasing for ARRA?				4		
Blower Make / Model / Number / Color	Acquisition Date (or date updated whichever is later) of Blower Door (excluding gauge)	General Condition of Blower/Frame/ Panel/Controller	Gauge Make / Model / Type	Acquisition Date of Gauge	General Condition of Gauge	Date Gauge Last Sent to Manufacturer?
Blower Doors						
Minneapolis Blower Door/Model 3/Black	01/20/95	Fair	Minneapolis/ Model 3/ Mechanical	01/20/95	Fair	N/A
Minneapolis Blower Door/Model 3/Black	01/20/95	Fair	Minneapolis/ Model 3/ Mechanical	01/20/95	Fair	N/A
How many additional blower doors will you be purchasing for ARRA?						4

Blower Make / Model Number / Color	Acquisition Date (or date updated whichever is later) of Duct Blaster (excluding gauge)	General Condition of Duct Blaster (excluding gauge)	Gauge Make / Model / Type	Acquisition Date of Gauge	General Condition of Gauge	Date Gauge Last Sent to Manufacturer?
Duct Blasters						
Minneapolis Blower Door/BB-PR700/Black	07/29/05	Good	Energy Conservatory/DG-700/Digital	04/28/05	Good	N/A
Minneapolis Blower Door/BB-PR700/Black	04/28/05	Good	Energy Conservatory/DG-700/Digital	07/29/05	Good	N/A
How many additional Duct Blasters will you be purchasing for ARRA?						4

Instructions

Complete this form for your agency including all equipment you have whether or not you are currently using it in the field.

Complete a separate form for each subcontractor who performs basic weatherization services for your agency. This does not include subcontractors who are CSD service providers.

Acquisition Dates -

- If you do not have the acquisition date, please provide an approximate year that you purchased the equipment.

CO Analyzers -

- Last Calibration by Whom? - If the equipment was calibrated by an employee in-house using a kit, enter "In-House". If it was sent out to the manufacturer for calibration, enter "Manuf".

- Date Last Sent to Manufacturer - Enter the date that the equipment was last sent to the manufacturer for calibration, repair or any other reason. If you have not sent the equipment to the manufacturer since you acquired it, enter "N/A".

Blower Doors & Duct Blasters -

- Date Gauge Last Sent to Manufacturer? - Enter the date that the gauge was last sent to the manufacturer for any reason. If you have not sent the equipment to the manufacturer since you acquired it, enter "N/A".

Future Purchases -

- Be certain to answer this question after each type of equipment. This will help CSD in negotiating some bulk purchase rates.

Note: Add more lines when necessary. The form is protected without a password. To remove the protection, go to Tools, choose Protection and lastly choose Unprotect Sheet.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. **COMPLIANCE**

All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, pursuant to the following:

- A. The Energy Conservation in Existing Buildings Act of 1976, 42 U.S. C. §§ 6851 et seq., and 10 Code of Federal Regulation (CFR) Part 440;
- B. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements.

2. **REQUIREMENTS, STANDARDS, AND GUIDELINES**

The federal government directs the State to establish fiscal control and fund accounting procedures regarding DOE funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of DOE funds. Therefore, Contractor agrees to apply all of the requirements, standards and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement:

- A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Energy (DOE) at 10 CFR Part 600 Subpart C;
- B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations), as codified by DOE at 10 CFR Part 600 Subpart B;
- C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);
- D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations)
- E. OMB Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations)

Contractor further agrees to execute and abide by all requirements in California Contractors Certification Clause 304 (CCC-307).

The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov.

**EXHIBIT A
(Standard Agreement)**

3. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER

The DOE WAP Catalog of Federal Domestic Assistance number is 81.042. Award made available through the United States Department of Energy.

4. The services shall be performed in the following service area:

(INSERT)

5. Send all correspondence and fiscal and programmatic reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations
Address:	P.O. Box 1947 Sacramento, CA 95812-1947
Hand Delivery:	700 North 10 th Street, Room D215 Sacramento, CA 95811-0336
Phone:	(916) 341-4200
Fax:	(916) 327-3153

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCIES

A. State Budget Contingency

- 1) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

B. Federal Budget Contingency

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the fiscal year 2009 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) The Department has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.
- 5) The State shall authorize expenditures of funds under this Agreement based on the Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.

**EXHIBIT B
(Standard Agreement)**

- 6) It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program or appropriates additional funds, this Agreement shall be amended to reflect any increase or decrease in funds.

2. BUDGET GUIDELINES

A. Budget and Allocation Forms

- 1) Upon execution of this Agreement, Contractor shall submit the 2009 DOE Weatherization Budget (CSD 570) attached to this EXHIBIT B, based on the Maximum Amount of this Agreement in accordance with the accompanying instructions and other applicable provisions of this Agreement.
- 2) In the event the DOE annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in EXHIBIT G. When this Agreement is amended to reflect the Final Allocation, the budget and allocation formula shall be amended to reflect the actual annual allocation.

B. Advance Payments

- 1) Upon written request by the Contractor, the State may issue, one working capital advance, subject to CSD approval, in an amount not to exceed 25 percent (%) of the total amount of this Agreement. Contractor shall submit an advance payment request on agency letterhead providing justification for the amount of the capital advance and how the advance will be used. Justification for an advance is to be submitted only in the event the agency is experiencing financial hardship. Burden of proof of financial hardship for which request is based will be the responsibility of the requesting agency.
- 2) In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed 25% of the total amount of this Agreement. Subsequent advance payments may be authorized by the State if Contractor requests such an advance payment on agency letterhead providing justification for the amount of the capital advance and how the advance will be used. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current monthly expenditure report(s).

**EXHIBIT B
(Standard Agreement)**

- 3) CSD will initiate the repayment of outstanding advance funds beginning with the first monthly reporting period thereby offsetting any subsequent reimbursements until the advance balance is repaid in full.

C. Subsequent Payments

Subsequent payments to Contractor shall be contingent upon receipt by the State of the monthly reimbursement and activity reports. If Contractor owes CSD any outstanding balances for overpayments of any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

D. Interest on Advances

Contractor shall deposit all advances in an interest-bearing account. Interest accrued over \$100 per year, if Contractor is a government entity, or \$250 per year, if contractor is a nonprofit, shall be reimbursed by check to the federal government pursuant to 10 CFR 600.122(l) and 600.221(i).

3. REPORTING REQUIREMENTS

CSD Review

- A. CSD shall review Contractor's monthly reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement.
- B. The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports, and/or noncompliance of program requirements of this Agreement.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

2. Amendment

No amendment or variation of the terms of 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.

3. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. Audit

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

EXHIBIT C
(Standard Agreement)

6. Disputes

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. Termination for Cause

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EXHIBIT C
(Standard Agreement)

10. Certification Clauses

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

14. Child Support Compliance Act

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

15. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

EXHIBIT C
(Standard Agreement)

16. Priority Hiring Considerations

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

This version of the GTCs (307) has been modified for use with CSD's subvention agreements

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **TRAVEL AND PER DIEM**

- A. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed based on the Contractor's policies and procedures not to exceed federal per diem requirements.
- B. In absence of a travel policy, Contractor shall defer to the rules and regulations established in the California Code of Regulations Sections 599.615 through 599.638 and be reimbursed in accordance with the definitions, terms, and provisions contained 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 10/05 (CCC-1005) (GC §8350 et seq.)
 - 2) National Labor Relations Board Certification (CCC-1005) (PCC §10296)
 - 3) Expatriate Corporations (CCC-1005) (PCC §10286 AND 10286.1)
 - 4) Domestic Partners (CCC-1005) (PCC §10295.3)
 - 5) Contractor Name Change (CCC-1005)
 - 6) Resolution (CCC-1005)
 - 7) Air or Water Pollution Violation (CCC-1005) (WC §13301)
 - 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35). (State Administrative Manual 4840.4, 4841.2 and 4841.3)
 - 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

EXHIBIT D
(Standard Agreement)

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 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.
- C. Pursuant to 10 CFR § 600.142 and 236, Contractor shall not provide DOE WAP 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:

EXHIBIT D
(Standard Agreement)

- 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 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 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.

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 10 CFR 600.236 (for states and local governments) and

EXHIBIT D
(Standard Agreement)

10 CFR Part 600.142 (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 current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws. 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 roster, including contact information, of Executive Committee of the tripartite board. Contractor is responsible to notify CSD of any changes to the Committee 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.
- 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 DOE WAP. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

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(Standard Agreement)

6. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the 2009 CSD Supplemental Audit Guide. The 2009 Supplemental Audit Guide is attached herein as Exhibit D Attachment I.

B. Audit Reports

- 1) 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.
- 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 printed copy and one electronic copy of the required audit report(s) and any management letter if issued by the accountant, within nine 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. Upon written request by the Contractor's independent auditor, which includes an explanation of why the audit cannot be submitted within nine months of the end of the Contractor's fiscal year, an extension may be granted by CSD Audit Services Unit for submittal of the audit report not to exceed an additional 30 calendar days from the original due date. The audit reports 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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(Standard Agreement)

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

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

- 5) Where services or funds under this Agreement are provided to, for, or by a wholly owned, or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this Section. Said required audit report shall be made available to the State upon request.

7. SUBCONTRACTS (CSD)

Contractor may enter into subcontract(s) to perform part or all of the services contemplated 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 4.

- 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.
- B. 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.

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- C. 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.
- D. 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).
- E. 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.
- F. All subcontractors shall be subject to the training and record-keeping provisions in Exhibit F. In addition, subcontractors whose training is provided at the Contractor's expense will be subject to a retention agreement, as indicated in ARRA Exhibit B1, section C. 5) d.

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.
 - 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

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(Standard Agreement)

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.

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.
- 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.
- 4) 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).

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(Standard Agreement)

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. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.
- 2) 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, property, and pollution occurrence insurance for a combined single limit of not less than \$500,000 per occurrence. Pollution occurrence insurance is optional.
- 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, property and pollution insurance requirements prior to issuance of an initial cash advance.

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 nonowned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury

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(Standard Agreement)

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 DOE WAP 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 DOE WAP grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state DOE WAP 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 DOE WAP.
- 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.
- F. In the event that CSD determines that Contractor is in noncompliance of material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or findings in writing, along with a specific action plan for correcting the noncompliance.

10. NONCOMPLIANCE WITH REQUIREMENTS OF THE AGREEMENT

- A. Consequences for Entities Not Meeting Terms of the Agreement

Contractor shall ensure that all requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any specific corrective action plans are fulfilled. In the event that prescribed timelines

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(Standard Agreement)

are not met or corrective action is not taken, it shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provide by State and federal DOE WAP law and the provisions of this Agreement

B. Suspension

- 1) The State may, upon reasonable notice to Contractor or Subcontractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.
- 2) If Contractor has failed to comply with the material terms of this Agreement, the State shall:
 - a. Notify the Contractor in writing by certified mail or personal service;
 - b. Specify the effective date of the suspension;
 - c. Specify the reasons for the suspension and what corrective action is expected;
 - d. Give a specified period of time in which to take corrective action; and
 - e. Inform the Contractor that if the corrective action is not taken within the specified time frame, the State will terminate the contract.
- 3) A suspension shall remain in effect until Contractor has taken corrective action satisfactory to the State.
- 4) New obligations, including costs for goods, services, or related expenses, incurred by Contractor under this Agreement during the suspension period will not be allowed unless expressly authorized by the state in the notice of suspension.

C. Special Conditions

- 1) CSD will implement Imposed Special Conditions on a progressive basis, which may include:
 - a. Additional training and technical assistance;

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(Standard Agreement)

- b. Additional reporting requirements; and
 - c. Formal high-risk designation and possible suspension and termination.
- 2) Based on the severity and frequency of the identified circumstances, CSD may impose any one or more Special Conditions. Should Special Conditions be warranted, CSD shall send the Contractor a written Notice of Special Conditions, which shall 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).

D. Termination

- 1) Either party may terminate this Agreement at any time prior to its date of expiration upon 30 calendar day's notice to the other party. Such notice shall be delivered to the other party in writing, stating the reason for termination and the effective date thereof.
- 2) Upon termination of this Agreement, the State, unless expressly granted in writing, shall not pay Contractor for any obligations incurred after the effective date of such termination. Contractor shall be paid for work performed prior to termination, as long as the work was performed according to the covenants contained herein at the time and in the manner provided herein.

E. 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.

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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.

B. Minor Modifications

- 1) 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, health and safety.

C. Process

- 1) 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.

- 2) Exceptions to this requirement include the following:

Modifications to the projected budget(s) that do not affect the maximum amount payable under this contract or the work to be performed within the specific DOE WAP program component and the exceptions provided for in EXHIBIT E, ADDITIONAL PROVISIONS, Section 2, PROVISION FOR FEDERALLY FUNDED GRANTS.

13. SYSTEM SECURITY REQUIREMENTS

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with California State Administrative Manual (SAM) Section 5310, Item 4, and such other

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State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

The interconnection between CSD and Contractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver application records for payment processing or contract activity reimbursement.

B. Services Offered

Data exchange between CSD and Contractor shall be handled through two methods: 1) a Contractor user must authenticate to upload data files in a secure socket layer connection; or 2) a secure user interface that is only available to Contractor users with a unique software authentication to see the login window and also a secure tunnel between CSD and the Contractor user.

C. Data Sensitivity

- 1) The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- 2) Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM Section 5320.5).

D. Information Exchange Security

- 1) The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.
- 2) Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
- 3) Both CSD and Contractor shall maintain security patches and anti-virus software updates.

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E. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

F. Formal Security Guidelines

CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

G. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24 hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents is detailed in section D 2 – L of the SAM Management Memorandum entitled, "Safeguarding Against and Responding to a Breach of Security Involving Personal Information."

H. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

I. Data Sharing Responsibilities

All primary and delegated secondary organization that share, exchange, or use personal, sensitive, or confidential data shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

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ADDITIONAL PROVISIONS

1. **PROVISIONS FOR FEDERALLY FUNDED GRANTS**

A. Contractor certifies that it possesses legal authority to apply to the State for DOE WAP funds and assures compliance with the purposes as set forth in 42 USC 8621 et seq., as amended.

B. Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

C. IIRIRA Section 508. NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS. Section 432 (d) of the personal responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. 1642) as amended exempts non profit Charitable Organizations under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in section 401 (c)) or any State or local public benefit (as defined in section 411(c)).

2. **FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS**

Contractor hereby certifies to the best of its knowledge that it or any of its officers:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**EXHIBIT E
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- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- D. Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the DOE WAP.

3. PROCUREMENT

A. Contract Administration

- 1) Contractors shall administer this Agreement in accordance with all federal and state rules and regulations governing DOE WAP grants pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in EXHIBIT B to this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in OMB Circulars A-102 and A-110 and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

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- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost exceeds \$5,000, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner ensuring that all qualified individuals and entities are made aware of the opportunity to participate. Contractor shall comply with the following requirements at Contractor's election:
 - a. Contractor shall submit for CSD's review and approval the written procurement procedures developed pursuant to Section 3. A. 1) above.
 - b. Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD. CSD must approve. Contractors cannot execute purchases, leases, or subcontracts for services until approved by CSD when the purchase or lease meets either of the following provisions:
 - i. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
 - ii. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 3 shall result in a disallowance of the costs of the procurement transaction.
- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of State-owned property in Contractor's possession or any other property or equipment procured by Contractor

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with State funds. Such care shall include, but is not limited to, the following:

- a. Maintaining insurance coverage against loss or damage to such property or equipment.
- b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

B. Limitation on Use of Funds

Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

4. AFFIRMATIVE ACTION COMPLIANCE

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

5. NONDISCRIMINATION COMPLIANCE

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
 - 1) Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - 2) Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - 3) Rehabilitation Act of 1973, as amended.

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- 4) Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- 5) Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
- 6) Public Law 101-336, Americans with Disabilities Act of 1990, as amended.

6. SPECIFIC ASSURANCES

A. Pro-Children Act of 1994

- 1) This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).
- 2) Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly. For detailed explanation, see www.csd.ca.gov.

B. American-Made Equipment/Products

Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

C. Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes; the California Safe Drinking Water and Toxic Enforcement Act of 1986; Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and Workers' Compensation laws.

D. Political Activities

- 1) Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
- 2) Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide

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similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

- E. Lobbying Activities
 - 1) Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
 - 2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT H, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

7. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

- A. Any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.
- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the state, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefor.
- C. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

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8. FAIR HEARING PROCESS FOR ALLEGED VIOLATION OF THE CIVIL RIGHTS ACT AGAINST CONTRACTOR

- A. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
- B. The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations (CFR), Section 81.1 et seq.

9. FAIR HEARING PROCESS FOR APPLICANTS FOR DENIAL OF BENEFITS BY CONTRACTOR

- A. Contractor shall provide all interested individuals equal opportunity to apply for DOE WAP programs, and shall not discourage any interested individual from submitting an application for DOE WAP assistance. Contractor shall act upon all applications in writing within fifteen (15) working days.
- B. Pursuant to Title 22 of the California Code of Regulations, Section 100805, Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of Section 100805 subdivision (b), plus:
 - 1) Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and to CSD.
 - 2) Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
 - 3) Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of CSD's Energy Services Division.

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- 4) Provisions to enable Contractor to collate information on denials and appeals in its regular program reporting.

10. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, (“Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”) or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

**EXHIBIT F
(Standard Agreement)**

PROGRAMMATIC PROVISIONS

1. **TRAINING REQUIREMENTS**

- A. All training, as indicated by employee classification in Attachment I, shall be provided through a CSD-approved training center utilizing CSD-approved training curriculum. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed.
- B. Training Provisions for New Staff of Contractor and Subcontractors with Prior CSD Experience Who Provide Basic Weatherization Services
- 1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Exhibit F, Section 1.D.
 - 2) Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Health and Safety and Environmental Hazards Awareness Training. An Assessor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, weatherize, or inspect a dwelling unit until the required Health and Safety and Environmental Hazards Awareness Training has been completed.
 - 3) Within 60 days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.
 - 4) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.
 - 5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

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- 6) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.
 - 7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.
- C. Training Provisions for Existing Staff of Contractor and Subcontractors With Prior CSD Experience Who Provide Basic Weatherization Services
- 1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Exhibit F, Section 1.D.
 - 2) Within 30 days of the execution of this agreement, existing weatherization employees of Contractor and subcontractors shall receive the Health and Safety and Environmental Hazards Awareness Training.
 - 3) Within 90 days of the execution of this agreement, existing weatherization employees of Contractor and subcontractors that have completed the following classes at a CSD-approved training center prior to the dates listed below or for whom no training dates at a CSD-approved training center are recorded but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs shall be required to take and pass an online assessment test or receive the required CSD-approved trainings.
 - a. Basic Weatherization – November 2003
 - b. Duct Blaster – April 2006
 - c. Blower Door – April 2006
 - 4) Within 90 days of the execution of this agreement, existing weatherization employees of Contractor and subcontractors that have completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006 or who have no training dates recorded shall receive Combustion Appliance Safety Training.

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- 5) Within 120 days of the execution of this agreement, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training.
 - 6) Within 120 days of the execution of this agreement, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance Training.
 - 7) All on-line assessment tests shall be performed during a specified 30-day period as indicated by CSD.
- D. Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in Exhibit F, Attachment I prior to commencing unit production work.
- E. Training Provisions for Staff of Subcontractors Who Provide Specialty Services
- 1) All subcontractors and their field employees who perform specialty work for a Contractor shall receive the Health & Safety and Environmental Hazards Awareness Training before providing services.
 - 2) All field employees of subcontractors who perform the of HVAC work for a Contractor are strongly encourage to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of the Contractor to perform all pre- and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.
 - 3) All field employees of subcontractors who perform the majority of insulation work for a Contractor shall receive Insulation Training before providing services.
- F. For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1979 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.
- G. Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization services the following:

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- 1) Current CSD Conventional Home WIS Manual;
- 2) Current CSD Mobile Home WIS Manual;
- 3) CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- 4) Other applicable policies and procedures; and
- 5) Official Program Notices

2. CONTRACTOR LICENSING

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and shall continue to have an active Class "B" General Building Contractor license, issued in the agency's name/qualifying individual by the Contractors' State License Board (CSLB). Contractor shall notify CSD when any changes in licensing occur. Contractor shall possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers.

3. SPECIAL LICENSING - WEATHERIZATION

Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification shall always require a C-10 license.

4. RECORD-KEEPING RESPONSIBILITIES

A. Training

Contractor and subcontractors are required to maintain a training log for current employees. The training log shall document for each employee all CSD-required training received and shall include for each training session/course the source, type, and completion date. Such training logs for Contractor and subcontractors shall be maintained in the Contractor's file and shall be made available for review by CSD upon request.

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B. Equipment

- 1) Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.
- 2) Contractor and subcontractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

5. SCHEDULE OF ATTACHMENT

The following attachment to this exhibit is hereby attached and incorporated by this reference:

Attachment I Training Requirement Matrix

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ATTACHMENT I
Training Requirement Matrix

Training Series	Crew	Assessor	Inspector	Field Supervisor
Pre-Weatherization (optional pre-employment assessment tool)	X	X	X	X
Health & Safety	X	X	X	X
Environmental Hazards (Lead-Safe Weatherization, Mold, Asbestos, Regulatory Requirements modules)	X	X	X	X
Introduction to Weatherization	X	X	X	X
Basic Weatherization	X	X	X	X
Pre-Duct Sealing/Blower Door Diagnostics	X	X	X	X
Duct Sealing/Blower Door Diagnostics	X	X	X	X
Duct Sealing/Blower Door Field Training	X	X	X	X
Pre-Combustion Appliance Safety	X	X	X	X
Combustion Appliance Safety	X	X	X	X
Combustion Appliance Safety Field Training	X	X	X	X
Field Assessment (includes Energy Audit)		X		X
Quality Assurance			X	X
HUD-Approved Lead-Safe Weatherization	X	X	X	X

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DEFINITIONS

All terms used in this Agreement shall be those as defined in applicable federal law (see 42 U.S.C. § 6861) and regulation (see 45 C.F.R. Part 440), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program

Agreement: The complete contents of this contract entered into by and between the State and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.

American Indian (also known as Native American): Any individual who is a member or a descendant of a member of a North American tribe, band, or other organized group of native people who are indigenous to the continental United States or who otherwise have a special relationship with the United States through treaty, agreement, or some other form of recognition, residing within the State. This includes any individual who claims to be an Indian and who is regarded as such by the Indian community of which he or she claims to be a part. This definition also includes Indians of Alaska.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of the State. In the case of Contractor, the State shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures which must be installed in a weatherized dwelling, as required by law.

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Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Children: Members of a household who have not attained their nineteenth (19th) birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility. Intake is reimbursable as a program support activity.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by CSD and other available programs AFTER eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on page 1 of this Agreement.

CSD: The Department of Community Services and Development, State of California.

Direct Program Activities: Activities associated with the installation of measures in dwellings to include labor, materials, subcontractors, disposal fees, permits, HERS raters, lead-safe weatherization materials, and travel.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of two (2) square feet per room of interior surfaces, or twenty (20) square feet of exterior surface, or ten percent (10%) of a small component, e.g., window sill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the di minimus level would be six (6) square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

DOE - The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is

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authorized by Title IV of the Energy Conservation and Production Act (P.L. 94-385). The federal regulations for this program are in 10 CFR Part 440. The intent of this program is to increase the energy efficiency of low-income dwellings, reduce the occupant's total residential energy expenditures, and improve their health and safety.

DOE Climate Zone - One of five climatically distinct areas, defined by long-term weather conditions affecting the heating and cooling loads in buildings. The Energy End Use and Integrated Statistics Division (EEUISD) developed the zones from seven distinct climate categories originally identified by the American Institute of Architects (AIA) for the U.S. Department of Energy and the U.S. Department of Housing and Urban Development. The zones were determined according to the 30-year average (1961-1990) of the annual heating and cooling degree-days (base 65 degrees Fahrenheit). The zones are defined as follows:

- a. Climate Zone 1 - Less than 2,000 cooling degree days (CDD) and more than 7,000 heating degree days (HDD)
- b. Climate Zone 2 - Less than 2,000 CDD and 5,500 to 7,000 HDD
- c. Climate Zone 3 - Less than 2,000 CDD and 4,000 to 5,499 HDD
- d. Climate Zone 4 - Less than 2,000 CDD and less than 4,000 HDD
- e. Climate Zone 5 - 2,000 or more CDD and less than 4,000 HDD

Dwelling Assessment: The process of performing an on-site review of the dwelling unit of an eligible applicant in order to determine the labor and materials necessary to install energy conservation measures.

Dwelling Unit: A house, including a stationary mobile home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

Elderly: An individual 60 years of age or older.

Electric Base Load Measure: A measure that addresses the energy efficiency and energy usage of lighting or appliances. Allowable electric base load measures are compact fluorescent lamps and fixtures, replacement refrigerators, electric water heaters, evaporative cooler installations, and window/wall air conditioner replacement.

Energy Audit - An energy audit is an analysis tool intended to be used by the weatherization agencies for the purpose of determining a list of cost-effective measures for a specific dwelling. There are many types of energy audits available; however, the NEAT/MHEA are used for the purposes of this Agreement.

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Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Estimated Budget Allocation: The estimated dollar amount of DOE annual funding, based on the Final Allocation from the 2007 DOE Contract, used to facilitate the completion of budgets, fiscal and local planning efforts in the event this agreement is executed prior to federal authorization of the full annual allocation of DOE funding and funded under continuing Resolution appropriations.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Excess Revenue: The difference between "Total Actual DOE Revenue" less "Total Actual DOE Costs." If the amount in "Total Actual DOE Revenues" is less than the amount in "Total Actual DOE Costs," then there is no excess revenue.

Family Unit: All persons living together in a dwelling unit.

Final Allocation: The actual amount of funds available to Contractor under this Agreement after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for Federal Fiscal Year 2008, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

Fuel Surcharge: A factor that addresses the increase in current fuel prices.

General Heat Waste Measures: Those measures installed to reduce general heat or cooling waste in the dwelling. The following list of general heat waste measures may be installed in all types of dwellings if feasible, including multi-unit dwellings and manufactured homes:

- a. Evaporative cooler covers and air conditioner vent covers;
- b. Hot water flow restrictors;
- c. Water heater blankets; and
- d. Water heater pipe wrap.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include, but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related

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hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement cleaning of fuel nozzles and jets, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation. Must be accomplished by a person licensed to perform such work. Special licensing may be required for the installation and/or repair of Evaporative Cooler, Air Conditioning, Gas and Electric Water Heaters, and HVAC systems if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations.

High Residential Energy User: A low-income household whose residential energy expenditures exceed the median level of residential expenditures for all low-income households in the State.

Household with a High Energy Burden: A low-income household whose residential energy burden (residential expenditures divided by the annual income of that household) exceeds the median level of energy burden for all low-income households in the State.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2005 Building Energy Efficiency Standards.

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no longer cost effective to proceed. Infiltration reduction is best accomplished with blower door technology.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended DOE WAP grant funds at the end of a contract term period. The

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interest earned by a Contractor is income generated as a result of depositing federal funds in an interest bearing account.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

Major Vehicle and Field Equipment: Includes vehicle and field equipment over \$5,000 per unit used for the purpose of delivery of direct services. Field equipment means diagnostic equipment and related equipment.

Manufactured Home Energy Audit (MHEA): An advanced computer audit software developed at Oak Ridge National Laboratory for DOE's Weatherization Assistance Program. Used to determine the most cost-effective retrofit measures for mobile home dwellings to increase the comfort of occupants and reduce monthly utility costs. After the user inputs data on the dwelling characteristics, including the types of heating and cooling systems, MHEA produces a prioritized list of cost-effective measures customized for each dwelling. The output also includes an estimated dollar value for the projected energy savings, savings-to-investment ratios, and a list of the quantities of materials necessary to perform the recommended retrofit.

Materials: Materials are those allowable items that are installed in or on the dwelling to promote energy conservation. All materials shall be in conformance with the CSD Conventional Home Weatherization Installation Standards and CSD Mobile Home Weatherization Installation Standards. Materials are budgeted and reported under Direct Program Activities.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Agreement, as amended to reflect the Final Allocation for the term of this Agreement.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day.

Minor Envelope Repairs: Those repairs necessary for the effective performance or preservation of weatherization materials or to stop infiltration and general heat waste. Contractor shall maintain labor hours cost, materials cost, and required building permits in client's file. Minor envelope repairs include the following:

- a. Blower-door-identified infiltration repairs;

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- b. Combustion air venting;
- c. Cover plate replacements;
- d. Entrance door modification, repair, adjustments, and/or replacement and attendant hardware (except deadbolts) into conditioned areas including frames, thresholds, and doorstops. (If the original door had a deadbolt and it can be removed and placed on the new door, then labor costs for this activity can be charged.) The installation of deadbolts in conjunction with an exterior door replacement is allowable on rental units only; however, it is not an allowable reimbursement when entrance doors are modified or repaired. Reimbursement will be based on the material costs for the door, the deadbolt, if applicable, and the labor;
- e. Exhaust fan repair or replacement;
- f. Floor repair for mobile home water heater;
- g. Knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection per the CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- h. Minor roof repairs and materials used to protect the materials installed from the weather;
- i. Mobile home skirting repairs to prevent animal infiltration;
- j. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers); and
- k. Range hood damper and fireplace chimney damper repair or installation.
- l. Exclusions:
 - i. Air conditioner and/or furnace cleaning and filter replacement;
 - ii. Kitchen cabinet repairs and retrofits that are not associated with the replacement of a range, cook top, or previously installed microwave;
 - iii. Sliding glass door repair and replacement;
 - iv. Window and glass repair and replacement; and
 - v. Repairs to the dwelling that do not contribute to sealing of the building envelope, including but not limited to, handicap ramps and major roof repairs or sealment.
 - vi. Kitchen exhaust systems; and

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- vii. Any other measure that has a chargeable line item.

Minor Vehicle and Field Equipment: Includes vehicle and field equipment less than \$5,000 per unit used for the purpose of delivery of direct services. Field equipment means diagnostic equipment and related equipment.

Mobile Home: A manufactured home that is a permanent, full-time residential dwelling and is not used for commercial purposes.

Modification: An immaterial change to this Agreement that does not require an Amendment.

Multi Unit Dwellings: Defined as residential dwelling structures containing more than one residential unit, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and blower door diagnostics, Multi-Unit Dwellings are defined multi-unit dwellings, e.g., apartments with five or more attached residential units.

National Energy Audit Tool (NEAT): An advanced computer audit software developed at Oak Ridge National Laboratory for DOE's Weatherization Assistance Program. Used to determine the most cost-effective retrofit measures for single-family dwellings to increase the comfort of occupants and reduce monthly utility costs. After the user inputs data on the dwelling characteristics, including the types of heating and cooling systems, NEAT produces a prioritized list of cost-effective measures customized for each dwelling. The output also includes an estimated dollar value for the projected energy savings, savings-to-investment ratios, and a list of the quantities of materials necessary to perform the recommended retrofit.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the DOE WAP Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: is defined by the U.S. Tax Code as a 501(c)3.

Section 501(c)(3) is a tax law provisions granting exemption from the federal income tax to non-profit organizations. 501(c)(3) exemptions apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these

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activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California and the Contractor.

Priority List - The list of energy conservation measures determined to be cost effective by the CSD NEAT Pilot in Program Year 1998-99. These measures may be installed in the specified type of dwelling in the specified climate zone without performing an energy audit.

The following energy conservation measures shall be installed where feasible in site-built single-family dwellings, and small multi-family dwellings (less than five units):

Climate Zone 4 (less than 2,000 CDD and less than 4,000 HDD)

- a. Programmable thermostats
- b. Attic insulation
- c. Floor insulation.

Climate Zone 5 (2,000 CDD or more and less than 4,000 HDD)

- a. Programmable thermostats
- b. Attic insulation
- c. Evaporative cooler
- d. Storm windows for slab-on-grade site-built single family dwellings and small multi-family dwellings only.

Program Income: Any funds earned by grantees and/or subgrantees from non-Federal sources during the course of performing DOE Weatherization work. The income generated must be used to complete additional dwelling units in accordance with DOE rules.

Program: Weatherization services provided under 42 USC 6861, et seq., as amended.

Reweathering: To provide previously unapplied weatherization measures to a dwelling that was weatherized under a federal program from September 30, 1993 and earlier and needs further weatherization assistance; or a dwelling unit weatherized using DOE WAP or other Federal program funds after September 30, 1993 that did not receive a full complement of services and previously unapplied allowable measures are to be installed. . This activity is to be reported on the DOE Monthly Activity Report, CSD 571A, as a reweatherized unit.

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Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD Inspection Policies and Procedures.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least \$400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary.

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and blower door diagnostics, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Site-built Dwelling: A conventional dwelling unit built on location, differentiated from manufactured (mobile) homes. Also known as stick-built.

State: The State of California, Department of Community Services and Development.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Agreement.

Temporary Shelter: Any facility with the primary purpose of providing temporary or transitional shelter for homeless in general or for specific populations of homeless persons.

Training and Technical Assistance: Training and Technical Assistance activities are activities designed to aid in the development and skill of weatherization crewmembers and program staff in supporting the DOE program.

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Vehicle Insurance: Insurance purchased for cars, trucks, and other vehicles related for the delivery of direct programs services.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Weatherization-related training activities are designed to ensure that weatherization crewmembers of the contractor and subcontractor are adequately trained in the safe and proper installation of weatherization measures. In particular, employees must be trained in lead-safe weatherization practices and combustion appliance safety (CAS) testing procedures. Costs associated with lead-safe weatherization, basic weatherization, blower door diagnostic, health and safety, CSD weatherization policies and procedures, and CAS trainings may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participation and attendance to policy advisory committees and workgroups.

Wood-Fueled Stoves and Fireplace Inserts: Wood-fueled stoves and fireplace inserts installed under this program must meet the listing and labeling requirements of the CSD WIS. The recipient and landlord (if applicable) must agree that the stove will remain in the residence where installed. Installation must conform to local fire and building department regulations (Department of Housing and Community Development for Manufactured Homes), must be installed by a person licensed to perform such work, or Contractor must have on file written approval of such installation by a fire department or building inspection official. A building permit is required. A wood-fueled space heater shall not be installed in a dwelling for which it is not the primary heating source or to replace an existing, safely operating wood-fueled space heater.

Workers' Compensation – Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers Compensation shall mean those actual costs associated with workers compensation coverage for program staff whose salaries and wages are chargeable under program costs.



EXHIBIT H
(Standard Agreement)

CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FAMILY SUPPORT ADMINISTRATION

PROGRAM: 2009 Department of Energy Weatherization Assistance Program (DOE WAP)

PERIOD: July 1, 2009 through September 30, 2011
June 30

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Janet Walker Conroy
Signature

El Dorado County
Agency / Organization

Acting Director, Department of Human Services
Title

6/15/09
Date

EXHIBIT H (Standard Agreement)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known:</i> Congressional District, <i>if known:</i>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): (attach Continuation Sheet(s) SF-LLL-A, <i>if necessary</i>)		
10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, <i>if necessary</i>)		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, <i>if necessary</i>)		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____	
	Print Name: _____	
	Title: _____	
	Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproductions Standard Form - LLL

**EXHIBIT H
(Standard Agreement)**

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: Page _____ of

Authorized for Local Reproduction
Standard Form - LLL-A

EXHIBIT H
(Standard Agreement)
INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Included all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.