



AGREEMENT NUMBER <b>13B-5007</b>	AMENDMENT NUMBER <b>1</b>
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY'S NAME  
**Department of Community Services and Development**  
 CONTRACTOR'S NAME  
**El Dorado County Health and Human Services Agency**
2. The term of this Agreement is : **January 1, 2013 through January 31, 2014**
3. The maximum amount of this Agreement is: **\$ 1,040,731.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - A. The maximum amount of this Agreement payable to Contractor by the State has changed from \$904,435.00 to \$1,040,731.00, reflecting a difference of \$136,296.00.
  - B. This Amendment changes Agreement language and Exhibit attachments as noted herein.
  - C. Replace Exhibit B in it's entirety with the revised Exhibit B enclosed.
  - D. Replace Exhibit F in it's entirety with the revised Exhibit F enclosed.
  - E. Replace Exhibit G in it's entirety with the revised Exhibit G enclosed.

All other terms and conditions shall remain unchanged.

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

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

## **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 2013 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.
- 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 all budget and allocation forms attached to this EXHIBIT B, including the 2013 LIHEAP Weatherization Budget (CSD 557D), 2013 LIHEAP EHA-16 Program Budget (CSD 537E), and 2013 LIHEAP Nonconsideration Allocations (CSD 516), based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement.
- 2) In the event the LIHEAP 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 forms shall be amended to reflect the actual annual allocation.

### B. Weatherization Waiver

Weatherization consideration to be paid Contractor for the months of January, February, March, and April, if applicable, will be calculated and reimbursed to Contractor to include administrative costs on sixty percent (60%) of the total Weatherization budget based on the Interim Allocation and/or Final Allocation as appropriate. The remaining forty percent (40%) of the total budget for the remaining months to include administrative costs is totally contingent upon a Weatherization waiver being granted to CSD by the Federal Department of Health and Human Services (HHS) to allow Weatherization expenditure levels at twenty-five percent (25%) of the federal LIHEAP grant. Contractor will be notified by CSD, in writing, on the status of the waiver and disposition of the remaining funding.

C. Nonconsideration Allocation

The total nonconsideration payable by the State to Contractor under this Agreement shall be allocated as shown on the 2013 LIHEAP NONCONSIDERATION ALLOCATIONS (CSD 516), Attachment III to this Exhibit.

1) Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall not be included in the Maximum Amount of this Agreement but shall be for Contractor's use in accordance with the terms of this Agreement.

2) Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall not be included in the Maximum Amount of this Agreement but shall be for Contractor's use in accordance with the terms of this Agreement.

D. Working Capital Advance and Major Purchase Advances

1) Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs contemplated under this Agreement, *provided* Contractor shall comply with the provisions of the present Paragraph D and such additional guidance issued by the State as is needed to implement Paragraph D (collectively "WCA Requirements") to ensure that:

- a. The time elapsing between the transfer of funds and the disbursement or expenditure of the funds by Contractor is minimized; and
- b. Contractor's financial management systems are compliant with the provisions of this Agreement and the standards for fund control and accountability as established in OMB Circular A-133 and in the Model Federal Advance Requirements as defined in subparagraph c., below with particular reference to 10 CFR 600.121.

- c. Working Capital Advance (WCA) Requirements include the following standards:
  - i. The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Agreement;
  - ii. The Model Federal Advance Requirements are hereby incorporated by reference and adopted by the parties, for purposes of guiding and informing WCA requirements under the Agreement. The "Model Federal Advance Requirements" are defined as the provisions set out in the Code of Federal Regulations (CFR), Title 10, Chapter II, Sections 600.122, 600.220 and 600.221; and
  - iii. Guidance issued by the State regarding the scheduling of the WCA and the disbursement or expenditure of the funds by Contractor, while conforming to the requirements of subparagraphs 1) and 2) of the present Paragraph D, shall also take into account the practical requirements and limitations of efficient administration and the effective implementation of this Agreement by both Contractor and the State.
- d. In order to affect the purposes and requirements of subparagraphs 1) a. and b. above, the State has established the following general provisions in order to give effect to the WCA Requirements set out in this Agreement and in such supplemental guidance as may be issued:
  - i. To ensure a minimal lapse of time between the transfer of funds, and the disbursement or expenditure by Contractor, and to effect both the consolidation of advance requests and optimal administration of advance payments, the WCA will be based on Contractor's reasonable quarterly projections of anticipated expenditures allowable under the terms of this Agreement;
  - ii. The WCA request shall be: 1) submitted in advance of the beginning of the quarter, in accordance with CSD's guidance; and 2) is subject to CSD's review and approval;

- iii. Upon approval of the WCA request, a payment will be issued to Contractor, which shall be limited to one hundred percent (100%) of the Contractor's total projected expenditures for the entire quarter, not to exceed twenty-five percent (25%) of the Contractor's total contract amount. If the WCA request exceeds the remaining balance, then Contractor will only receive the amount of the remaining balance;
- iv. The WCA will be liquidated immediately, and will be reconciled at the end of the third month of each quarter. After issuance of a WCA, the balance will be offset by monthly expenditures in EARS.
- v. All WCA requests will be issued and reconciled pursuant to CSD Energy Policy and Procedures number EP 11-01, incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.
- vi. If, at the end of the contract term Contractor has received WCA payments in excess of requests for reimbursement that have been approved by CSD, Contractor shall promptly remit the excess balance owed.
- vii. Upon receipt of the WCA funds, Contractor shall deposit the funds in an interest-bearing advance account, in accordance with the provisions of this Agreement and Federal and State law. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds by CSD; and
- viii. In the event the State determines that Contractor has used the WCA for reimbursement of expenses that are not allowable under the terms of this Agreement and/or under Federal and State law, the State may, in accordance with the applicable provisions of the CFR, compel Contractor to repay any WCA monies wrongfully used and/or may make such adjustments in future payments to Contractor as it deems appropriate in order to rectify such misuse of WCA funds.

2) Major Purchase Advances

In the event an agency needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. Requirements include:

- a. Request must be completed via the Major Purchase Advance Request (CSD 144).
- b. Limited to purchase of items in excess of \$5,000.
- c. No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD.
- d. Procurement must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558).
- e. Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect one-hundred percent (100%) liquidation in the month following the expected date of purchase.
- f. Major Purchase advance requests will not be granted unless Contractor has fully complied with the obligations and conditions of any Working Capital Advance (WCA) Contractor has received.

3) Special LIHEAP Provisions

In accordance with 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, whether in the form of a Working Capital Advance (WCA) or a Major Purchase Advance, shall not exceed twenty-five percent (25%) of Contractor's total contract amount or if the WCA request exceeds the remaining balance, then Contractor will only receive the amount of the remaining balance. Advance amounts repaid may be replaced by additional advances at any time as allowed in the present Paragraph D and corresponding guidance, so long as the aggregate amount advanced does not exceed the limit set out in this sub-paragraph.

4) Interest on Advances

Contractor should deposit all advances in an interest-bearing account. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 22 CCR § 100855.

E. Non-advance Payments and Offsets

If Contractor elects not to request a WCA, payment for allowable expenses under this Agreement shall be made upon approval by CSD of Contractor's monthly reimbursement and activity reports. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

F. ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Nonconsideration allocation.

G. HEAP Payments – Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be made, payable to the applicant. All payments shall be deducted from Contractor's Nonconsideration allocation.

H. Program Income

- 1) Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) as income that is generated or earned as a result of LIHEAP activities.
- 2) Determining Net Program Income
  - a. Except as provided below in paragraph b., any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.
  - b. Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.



3) Expenditure, Reporting, and Rollover of Program Income

- a. Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.
- b. Contractor may expend program income during the term of this Agreement. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Agreement or other time(s) when CSD may request an accounting of program income.
- c. Contractor's unexpended program income at the close-out of this Agreement shall roll over to subsequent LIHEAP Agreement(s) and be added to Contractor's grant allocation.
- d. If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used only for allowable LIHEAP expenditures.

3. ALLOWABLE COSTS

A. Cost Reporting

- 1) All costs shall be reported using a "modified accrual" or "accrual" method of accounting.
- 2) Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.
- 3) Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

B. Administrative

1) General

- a. Administrative costs shall not exceed the amounts as set forth in Attachments I and II to this Exhibit. 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.
- b. 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.

2) Local governments shall use 2 CFR Part 225 (OMB Circular A-87, Cost Principles for State and Local Governments) as a guide for determining administrative costs.

3) Private, nonprofit corporations shall use 2 CFR Part 230 (OMB Circular A-122, Cost Principles for Nonprofit Organizations) as a guide for determining administrative costs.

4) Assurance 16, ECIP, and HEAP

Administrative costs for Assurance 16, ECIP, and HEAP shall not exceed the amount as set forth in the allocation spreadsheet incorporated by reference and available on the CSD Providers' website at <https://providers.csd.ca.gov> and is contingent upon the expenditure of cumulative allowable expenditures for Assurance 16, ECIP and HEAP.

5) Weatherization

Weatherization administrative costs shall not exceed eight percent (8%) of the total Weatherization budget expenditures.

- 6) Administrative Equipment More Than \$5,000—Acquisition Costs
  - a. Acquisition costs shall mean the actual costs associated with the purchase of equipment over \$5,000 per unit used for administrative purposes.
  - b. CSD must pre-approve purchases or lease-purchase option of equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

C. Program Costs

1) General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual 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.

2) Outreach

Outreach shall be allocated at five percent (5%) each of the Weatherization, ECIP Consideration/Nonconsideration, and HEAP Consideration/Nonconsideration budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual expenditures utilized for Outreach not to exceed the Final Allocation.

3) Intake

Intake shall be allocated at eight percent (8%) of the Weatherization Budget and eight percent (8%) of the ECIP/HEAP Consideration/Nonconsideration Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to eight percent (8%) of Final Allocation. Intake in excess of eight percent (8%) may be charged as an administrative cost not to exceed allowable administrative cost maximum.

4) Assurance 16 Costs

Assurance 16 shall be allocated at five percent (5%) based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to five percent (5%), contingent upon the expenditure of the Final Allocation.

5) Direct Program Activities

Direct Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, disposal fees, permits, HERS raters, lead-safe weatherization materials, Historic Preservation Reviews, and travel.

6) ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, disposal fees, permits, Home Energy Rating System (HERS) raters, lead-safe weatherization materials, diagnostics, and travel, all as further defined by the ECIP Policy and Procedures and the SWEATS Policy, when authorized by CSD. The ECIP Policy and Procedures and SWEATS Policy are hereby incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.

7) 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. Workers Compensation for salaries and wages of staff chargeable under administrative costs shall be reimbursable at actual costs under administrative costs.

8) Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

9) Training - Weatherization and ECIP-EHCS

a. Training and technical assistance shall be allocated up to five percent (5%) of the total Weatherization allocation and up to two percent (2%) of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost.

- b. If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of Energy Program Data (EPD) System or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.
  - c. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages. On-the-job training is not reimbursable when the labor hours associated with the training are charged to a Weatherization measure for reimbursement.
  - d. Crew members participating in on-the-job training or acting in a helper role shall be expensed to training and not to the installation of measures and will be charged at actual cost. The length of time for on-the-job training shall be in accordance with the Contractor's internal training program.
  - e. Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the TRAINING REQUIREMENTS Section of Exhibit F of this Agreement. Training may also include internal contractor training, safety training, attendance of weatherization-related training to include EPD System or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), CSD, and/or other organizations offering a component of weatherization training.
- 10) Major Vehicle and Field Equipment More Than \$5,000 – Acquisition Costs
- a. Acquisition Costs shall mean the actual costs associated with the purchase of vehicle and field office equipment over \$5,000 per unit used for the purpose of delivery of direct services.
  - b. CSD must pre-approve purchases or lease-purchase option of vehicles and field office equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

11) Minor Vehicle and Field Equipment Less Than \$5,000 – Acquisition Costs

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

12) General Operating

General and operating expenses shall mean those actual costs associated with the direct delivery of LIHEAP services and related facilities, office and computer equipment, office supplies, telephone, travel, and utilities that are directly allocable to those activities defined as allowable program costs.

13) Solar Hot Water Heating Training

Contractor participating in the Solar Hot Water Heating pilot project can charge the actual costs for training associated with pilot participation.

14) Automation Supplemental Allocation

- a. Contractor can allocate funds to the Automation Supplemental Allocation (ASA) in an amount not to exceed fifty thousand dollars (\$50,000), to be used to meet Contractor's IT automation needs in connection with the implementation and operation of Combined Operating Reporting Engine (CORE) and as otherwise provided in this Amendment. This amount is in addition to the ASA that was carried forward from Contractor's 2012 LIHEAP Contract.
- b. In order to qualify for reimbursement of expenditures incurred pursuant to this Amendment, Contractor must fully comply with the following terms, conditions and obligations:
  - i. The ASA may be used only for those Contractor's CORE-related IT expenditures that are programmatic in nature. CORE-related IT expenditures that are administrative in nature must be charged against Contractor's Administrative Budget.

- ii. In delineating the program and administrative expenditures, Contractor shall consider whether the expenditure or cost is primarily used to support: 1) program operations; or 2) agency (organization) operations, as commonly understood under accountancy guidelines, with particular reference to the principles and provisions set out in the applicable Office of Management Circulars. Programmatic CORE-related IT expenses are those incurred in connection with allowable program expenses as defined in the LIHEAP Agreement. The delineation between programmatic and administrative CORE-related IT activities will be determined in part by the type of IT system selected to interface with CORE and the array of functions the system will perform.
- iii. No later than 30 days after execution of this Amendment, Contractor shall submit an ASA Expenditure Plan (Plan), which specifies the intended use of Contractor's ASA.
  - (a) The Plan shall indicate the amounts Contractor intends to expend on direct program activities, if any, and/ or the amounts Contractor intends to expend on CORE-related IT costs, if any.
  - (b) The Plan must indicate how CORE-related IT costs will be divided between: 1) amounts to be charged against the ASA; and 2) amounts to be charged against Contractor's Administrative Budget.
  - (c) No ASA reimbursements will be made to Contractor unless and until Contractor's Plan is approved by CSD.
  - (d) Contractor may propose to amend its Plan prior to any expenditures affected by the amendment and, upon CSD's written approval, Contractor may expend the ASA in accordance with the amended Plan.
  - (e) Notwithstanding subparagraphs C and D, Contractor may, at any time, use ASA funds for direct program expenses, provided notice is given to CSD so that the ASA line budget item may be adjusted accordingly.

- iv. CORE-related IT costs charged to the ASA shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.
  - (a) CORE-related IT costs that exceed Contractor's maximum ASA may not be reimbursed by CSD.
  - (b) Costs expended in contradiction to Contractor's Plan will not be reimbursed by CSD unless and until an amended Plan is approved by CSD.
  - (c) Reimbursements to Contractor made notwithstanding the restrictions of subparagraphs A and B shall be returned to CSD upon demand.
  - (d) Contractor may, at Contractor's option, select the IT system and the manner in which it meets CSD's CORE usage and reporting procedures, subject only to the requirements and limitations set out below.
  
- v. If Contractor elects to use CORE as its basic reporting vehicle without utilizing supplemental IT systems and services that provide functions in addition to simple interface with CSD's CORE IT system, such contractor shall be deemed a "Basic CORE User." The following provisions apply to Basic CORE Users:
  - (a) CSD will be responsible for providing the necessary technical support to ensure system functionality, enabling Contractor to comply with CORE operating and reporting requirements.
  - (b) Contractor is responsible for procuring and maintaining the necessary hardware and equipment as well as the staff resources needed to operate the system.
  - (c) The costs incurred in accordance with subparagraph B, including necessary training, may be charged against Contractor's ASA, provided the requirements of paragraph c, above, are met.



- (d) Out year ASA funding may only be used to comply with updated or new CORE requirements and with on-going programmatic CORE-related IT expenses, and not for system conversion.
  - (e) If Contractor elects to change its Plan and opts instead for a system such as that described in subparagraph iii. below, becoming a “Third Party Customized System User,” Contractor is subject to the provisions and restrictions of that subparagraph.
- vi. If Contractor has previously developed and utilizes its own unique customized automated reporting system to comply with CSD’s reporting requirements, such contractor shall be deemed a “Self-Reporting User.” The following provisions apply to Self-Reporting Users:
  - (a) If Contractor elects to modify and upgrade its existing IT system so that the system is compatible with and able to interface with the CORE system, it is the Contractor obligation to ensure that the upgraded system is fully compliant with CORE requirements. CSD’s responsibility is limited to providing Contractor or its consultants and vendors with the applicable system specifications and interface protocols.
  - (b) Contractor may use its ASA to pay the necessary cost of upgrading its system and interfacing with CORE, as well as related and attendant costs, provided the requirements of paragraph c, above, are met.
  - (c) If at any time in the future, after having expended ASA funds to upgrade its existing IT system, Contractor elects to procure an alternative system, Contractor must, utilizing unrestricted funds, bear the full cost of the conversion to such an alternative system, to the extent the costs of conversion exceed any unspent ASA funds. Similarly, Contractor may not use future annual ASA funding for such conversion. Out year ASA funding may only be used to comply with updated or new CORE requirements and with on-going programmatic CORE-related IT expenses.

- (d) Services procured by Contractor in order to implement updates to Contractor's customized automated reporting system shall be conducted in compliance with Contractor's procurement policy and with all applicable contract requirements and the provisions of federal and state law.
  
- vii. If Contractor elects to procure, from a third-party source, a new customized automated reporting system with supplemental functionality beyond basic CORE reporting requirements, such Contractor shall be deemed a "Third Party Customized System User." The following provisions apply to Third Party Customized System Users:
  - (a) If Contractor elects to procure a new customized automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CORE requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications and interface protocols.
  - (b) Contractor may use its ASA to pay the necessary cost of procuring and implementing its customized third-party IT system and interfacing with CORE, as well as related and attendant costs, provided the requirements of paragraph c, above, are met.
  - (c) If at any time in the future, after having expended all available ASA funds to procure and implement its customized third party IT system, Contractor elects to procure an alternative system, Contractor must, utilizing unrestricted funds, bear the full cost of the conversion to such an alternative system, to the extent the costs of conversion exceed any unspent ASA funds. Similarly, Contractor may not use future annual ASA funding for such conversion. Out year ASA funding may only be used to comply with updated or new CORE requirements and with on-going programmatic CORE-related IT expenses.

- (d) Systems and services procured by Contractor in order to obtain and implement a third party customized system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly a customized automated reporting system from a third-party source, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this Amendment to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make the such documentation available to CSD upon request.
- e) If the provisions of this Amendment are in conflict with any provision of the LIHEAP 2012 Agreement, this Amendment shall be controlling, except to the extent the result would constitute a violation of federal or state law. In such a circumstance, and only to the extent the conflict exists, the Agreement is controlling.

#### 4. REIMBURSEMENT GUIDELINES

##### A. Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Agreement.

B. Assurance 16

- 1) Assurance 16 costs and its related services include those actual 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. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.
- 2) Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same unit.
- 3) Contractor may claim Assurance 16 costs for the occupants of each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim Assurance 16 costs when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.
- 4) Contractor shall not claim Assurance 16 costs for client education unless the dwelling was previously weatherized by nonfederal funds, i.e., regulated or non-regulated utility companies, private-sector funds, etc., or by a weatherization service provider not associated with the provisions of this Agreement. If such circumstances exist, Contractor shall conduct client education and shall claim Assurance 16 costs for the occupants of each eligible unit previously weatherized.

C. Wood, Propane, and Oil Assistance

1) HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Agreement.

2) ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures (excluding ECIP Fast Track) as required in accordance with the terms of this Agreement.

D. Weatherization and EHCS Specific

- 1) Contractor may claim reimbursement for Weatherization-related activities under the terms of this Agreement as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.
- 2) Contractor shall ensure that duplicate billings for the same product or service do not occur.
- 3) Maximum Reimbursements
  - a. Contractor shall be entitled to obtain a maximum average reimbursement of \$3,055 per dwelling unit weatherized for applying the energy conservation measures and activities described in ATTACHMENT IV to this Exhibit, Reimbursement Rates for Weatherization and EHCS Activities.
  - b. In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act or any federal official declares an emergency pursuant to 42 UCS 8622(1), the maximum average reimbursement shall be \$3,514 per dwelling unit.
  - c. For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.
- 4) Measure Reimbursement
  - a. Measure Maximums
    - i. For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services up to the maximum reimbursement allowable.

- ii. Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, minor envelope repair, or another CSD program.
  - iii. When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in ATTACHMENT IV to this Exhibit. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.
- b. Assessments and Diagnostics
- i. Contractor may claim reimbursement for dwelling assessment for each eligible household.
  - ii. Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized. For dwellings weatherized under this Agreement, Contractor may claim reimbursement for a modified dwelling assessment to perform re-weatherization services during the useful life period of the initial dwelling assessment. Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform re-weatherization services.
  - iii. If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling and charge for intake.
  - iv. In the case of an un-weatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed. Reimbursement for travel is not allowable.

- v. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.
  - vi. HERS rater and permit fees are acceptable expenses and may be charged only once per measure to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS rater fee and permit reimbursement includes subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.
- c. Labor Reimbursement
- i. Contractor shall bill the number of actual labor hours and costs associated with the installation of Weatherization and EHCS measures for the time spent at the job site.
  - ii. Contractor must be able to substantiate all actual labor hours and labor costs charged.
  - iii. Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.
  - iv. When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or EHCS crew members who share in the installation of that subcontracted measure, Contractor shall bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by crew members.
  - v. Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses.
  - vi. Contractor shall bill the actual labor hours incurred by Weatherization and EHCS crew members or other personnel associated with the direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.

vii. Actual Labor Hours

- (a) For measures that are not reimbursed by fixed fees, Contractor shall bill the number of actual labor hours associated with the installation of Weatherization and EHCS measures for the time spent at the job site.
- (b) Contractor shall bill the actual labor hours incurred by Weatherization and EHCS crew members or other personnel associated with the direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.

viii. Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

d. Heating and Cooling Services (HCS/EHCS)

- i. If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.
- ii. Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a re-weatherization call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.
- iii. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units within that building envelope.



iv. Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

e. Other Program Costs

i. Wages—Field Staff

Contractor shall request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, building and prepping of weatherization materials away from the job site and downtime.

ii. Wages – Program Management and Support

(a). Contractor shall request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

(b) Reported costs shall include labor costs associated with performing direct support in coordinating the delivery and tracking of direct program services, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, and coordination of subcontracted services.

iii. Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section in Exhibit D of this Agreement.

iv. Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement includes the actual cost of the fee.

v. Vehicle and Equipment Repair and Maintenance

(a) Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment and fuel and oil.

(b) Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

vi. Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

vii. Clearance Inspections for HUD Units

Should a clearance inspection be required, agencies shall defer the costs of the clearance inspection to the property owner and/or local housing authority. However, in those instances where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, Contractors may seek a waiver from CSD allowing the cost of the inspection as a reimbursable activity. Waiver requests will be treated on a case-by-case basis and must be approved by CSD prior to beginning weatherization services. A copy of the clearance inspection must be placed and maintained in the client's file.

viii. Waste Breakage

Waste breakage are those expenses associated with weatherization materials that are part of Contractors' inventory or special order materials that are allocated to CSD programs that have been damaged. The cost of weatherization materials that are damaged that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for Subcontractors.

ix. Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws and washers) necessary to install a weatherization measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for Subcontractors.

5) Dwelling Status

a. Completed Units

- i. Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed and completed. Contractor shall not bill for incomplete units or prematurely close a unit with outstanding measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and the dwelling shall be considered completed.
- ii. Contractor shall not report a dwelling as weatherized nor request reimbursement prior to the quality assurance certification confirming quality and completeness of work performed upon weatherized and EHCS dwellings.

iii. ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS and regardless to the completion of other weatherization measures installed within the same dwelling.

- iv. If Contractor is not able to complete weatherization or ECIP HCS direct services during the contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

b. Un-weatherized Dwellings

- i. Contractor may claim reimbursement for outreach and intake for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude installation of measures.
- ii. Contractor may claim reimbursement for weatherization activities as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.

c. Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Agreement, the occupant eligibility must be certified; therefore, Contractor may claim outreach and intake costs.

d. Leveraging with Non-Federal Funding

Contractor may perform services and install energy conservation measures as per this Agreement and in accordance with requirements of another CSD and non-CSD funding source concurrently in the same dwelling as feasible and in the best interest of the client; however:

- i. Reimbursement for Weatherization or EHCS activities shall be claimed only once when LIHEAP and DOE WAP, or any other funding source, are used concurrently in the same unit.
- ii. Contractor may divide materials and labor cost of a single measure among LIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs.
- iii. Contractor may not claim duplicate reimbursement for the same costs charged to include installation of measures and any program support costs to a CSD program with any other public or privately funded program.

E. Severe Weather Energy Assistance and Transportation Services (SWEATS)

Reimbursement shall be in accordance with the SWEATS Policy when specifically authorized by CSD. The SWEATS Policy is hereby incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.

5. REPORTING REQUIREMENTS

A. Federal Funding Accountability and Transparency Act Reporting (FFATA)

CSD may issue guidance and/or Amendment(s) to this Agreement, establishing additional reporting requirements as necessary to ensure compliance with the Federal Funding Accountability and Transparency Act (FFATA) or other Federal and State regulations, as applicable.

B. Monthly Reports

- 1) Contractor shall submit to CSD Contractor's expenditures and activities (excluding ECIP Fast Track and HEAP Electric and Gas) by entry into the web-based, Expenditure Activity Reporting System (EARS). The monthly reports shall be submitted on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.
- 2) Expenditures for Assurance 16, Intake, ECIP WPO, ECIP EHCS, SWEATS, and HEAP program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure/Activity Report via EARS.
- 3) Expenditures for Weatherization shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure/Activity Report via EARS.
- 4) All adjustments, if any, must be reported through EARS under the report period in which the expenditures occurred.
- 5) Contractor shall also submit to CSD client/job detailed data for services rendered under LIHEAP Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO for the monthly period in which the service activity occurred and reimbursement for the service activity is requested.
  - a. Utilizing the EPD System or equivalent software database collection system, Contractor shall submit monthly detailed client/job data separately from the EARS monthly activity/reimbursement reporting.
  - b. The client/job detailed data shall be sent electronically on or before the fifteenth calendar day following the reporting period in which direct service activity occurred.
  - c. The monthly EHA 16 Expenditure/Activity Report and the monthly Weatherization Expenditure/Activity Report will not be processed until CSD has reviewed and approved the Monthly Client/Job Detailed Data Report.

C. CSD Review

- 1) 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.
- 2) The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance of material requirements of this Agreement.

D. Close-out Report

Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Agreement. Administrative costs, outreach, intake, and training and technical assistance shall not exceed the maximum allowable amounts. Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures for consideration and nonconsideration. Any administrative and Assurance 16 costs that exceed these limits shall be disallowed and returned to CSD within 90 calendar days after expiration of this Agreement. Subsequent payments, including advance payments, for LIHEAP or other CSD contracts shall also be contingent upon timely receipt of the close-out report of this Agreement.

- 1) The close-out report shall include the following forms:
  - a. Close-out checklist with authorized signature (CSD 733);
  - b. Interest and Program Income Earned Reconciliation Report (CSD 733F); and
  - c. Equipment Inventory Schedule (CSD 733G).
- 2) Interest and Program Income-Earned and Expended

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to CCR § 10085, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occur.

- 3) Any weatherization materials purchased with the funds under this Agreement and remaining at the expiration of this Agreement shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, the State shall be contacted for disposition instructions.

6. ATTACHMENTS TO THE CONTRACT

The following documents are hereby attached to this Exhibit. Contractor shall complete the forms in Attachments I, II, and III and insert them into this Agreement upon execution of this Agreement, pursuant to Section 2.A. above.

- A. ATTACHMENT I 2013 LIHEAP WEATHERIZATION BUDGET (CSD 557D) and Instructions;
- B. ATTACHMENT II 2013 LIHEAP EHA-16 PROGRAM BUDGET (CSD 537E) and Instructions;
- C. ATTACHMENT III 2013 LIHEAP NONCONSIDERATION ALLOCATIONS (CSD 516);
- D. ATTACHMENT IV REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES.



**EXHIBIT B - ATTACHMENT I  
2013 LIHEAP WEATHERIZATION BUDGET**

Contractor: El Dorado County Health and Human Services Agency		Contract Number: 13B- 5007 (A1)	Telephone Number: (530) 642-4893
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Prepared By: Name and Title (Please Print) Maki Ganno/Sr. Accountant	E-mail Address: maki.ganno@edcgov.us	Fax Number: (530) 621-2518	
<b>10 - ADMINISTRATIVE BUDGET</b>		<b>COLUMN A</b>	<b>COLUMN B</b>
1	Administrative Costs	\$ 17,776	\$ 28,805
2	Administrative Equipment (More than \$5,000)		
	<b>Total Administrative Budget (Total of Lines 1 - 2)</b>	<b>\$ 17,776</b>	<b>\$ 28,805</b>
<b>20 - WEATHERIZATION PROGRAM BUDGET</b>			
1	Intake (8% of Section 30)	\$ 17,776	\$ 28,805
2	Outreach (5% of Section 30)	11,110	18,004
3	Training and Technical Assistance	11,110	18,004
4	Direct Program Activities	154,805	252,322
5	Liability Insurance	2,700	2,700
6	Major Vehicle and Field Equipment (More than \$5,000)		
7	Minor Vehicle and Field Equipment (less than \$5,000)		
8	Workers' Compensation	1,060	1,060
9	General Operating Expenditures	6,500	11,000
	<b>Total Weatherization Program Budget (Total of Lines 1 - 9)</b>	<b>\$ 205,061</b>	<b>\$ 331,895</b>
<b>30 - TOTAL BUDGET (Total of Sections 10 and 20)</b>		<b>\$ 222,837</b>	<b>\$ 360,700</b>

**INSTRUCTIONS**  
**EXHIBIT B – ATTACHMENT I, 2013 LIHEAP WEATHERIZATION BUDGET**  
**CSD 557D (Rev. 6/7/13)**

**10 – ADMINISTRATIVE BUDGET**

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

Line 2 – Administrative Equipment: Enter the budgeted acquisition amount (actual cost to purchase) for office equipment. These are purchases that are \$5,000 or more.

Total Administrative Budget - The sum of lines 1 through 2 will auto-populate.

**20 – WEATHERIZATION PROGRAM BUDGET**

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

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

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

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

Line 4 – Direct Program Activities - Enter the amount of funds budgeted for Direct Program Activities in Columns A and B. Include costs associated with the installation of measures including labor, materials, subcontractors and other program costs.

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

Line 6 – Minor Vehicles and Field Equipment (Acquisition Costs): Enter the budgeted amount of vehicle and field equipment (actual acquisition cost of purchases under \$5,000) and lease payments to be incurred in Columns A and B.

Line 7 – Major Vehicles and Field Equipment (Acquisition Costs): Enter the budgeted acquisition amount (actual cost to purchase) of vehicle and field equipment in Columns A and B. These are purchases that are \$5,000 and over. Vehicle and field equipment purchases or lease purchase option with a value of \$5,000 or more need prior approval from CSD.

Line 8 - Workers' Compensation - Enter the amount of funds budgeted for workers' compensation for program staff in Columns A and B. Do not include workers' compensation for salaries allocated to administrative costs.

Line 9 – General/Operating Expenses - Enter the amount of funds budgeted for Operating Expenses in Columns A and B.

Line 10 – Training & Technical Assistance – Solar Hot Water Heating – Enter the amount of funds budgeted for Training & Technical Assistance for Solar Hot Water Heating.

Total Program Costs - The sum of lines 1 through 10 will auto-populate for Columns A and B.

**30 – TOTAL BUDGET**

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

**EXHIBIT B - ATTACHMENT II  
2013 LIHEAP EHA-16 PROGRAM BUDGET**

Contractor: El Dorado County Health and Human Services Agency		Contract Number: 13B- 5007 (A1)	Telephone Number: (530) 642-4893
Prepared By: Name and Title (Please Print) Maki Ganno, Sr Accountant		E-mail Address: <a href="mailto:maki.ganno@edcgov.us">maki.ganno@edcgov.us</a>	Fax Number: (530) 621-2518
<b>10 - ASSURANCE 16 BUDGET</b>			
1	Assurance 16 Activities (5% of total allocation)		\$ 68,932
<b>20 - ADMINISTRATIVE BUDGET</b>			
1	Administrative Costs (5% of total allocation)		\$ 44,167
2	Administrative Equipment (More Than \$5,000)		
	<b>TOTAL ECIP/HEAP Administrative Budget (Total of Lines 1 - 2)</b>		<b>\$ 44,167</b>
<b>30 - INTAKE BUDGET</b>			
1	Intake (8% of total allocation)		\$ 74,982
<b>40 - OUTREACH BUDGET (ECIP AND HEAP)</b>			
1	Outreach (5% of ECIP/HEAP)		\$ 46,864
<b>50 - TRAINING AND TECHNICAL ASSISTANCE</b>			
1	Training and Technical Assistance (2% of ECIP/HEAP)		\$ 18,745
<b>60 - ECIP/HEAP PROGRAM BUDGET</b>			
1	ECIP EHCS Diagnostics		\$ 500
2	ECIP EHCS Cooling Service Repair/Replacement		8,335
3	ECIP EHCS Heating Service Repair/Replacement		14,000
4	ECIP EHCS Water Heater Repair/Replacement		6,500
5	ECIP EHCS Other Program Costs		500
6	ECIP Wood, Propane, and Oil		
7	Severe Weather Energy Assistance and Transportation Services (SWEATS) (activated by CSD)		
8	HEAP Wood, Propane, and Oil		332,806
9	Liability Insurance		1,200
10	Major Vehicle and Equipment (More than \$5,000)		
11	Minor Vehicle and Equipment (Less than \$5,000)		
12	Workers' Compensation		500
13	General Operating Expenditures		12,000
14	Automation Supplemental		50,000
	<b>TOTAL ECIP/HEAP Program Budget (Total of Lines 1 - 14)</b>		<b>\$ 426,341</b>
<b>70 - TOTAL BUDGET (Total of Sections 10, 20, 30, 40, 50, and 60)</b>			<b>\$ 680,031</b>

**EXHIBIT B - ATTACHMENT III  
2013 LIHEAP NONCONSIDERATION ALLOCATIONS**

Local Service Provider Name El Dorado County Health and Human Services Agency		Contract Number: 13B- 5007 (A1)
Prepared By: NAME AND TITLE (please print) Maki Ganno, Sr. Accountant		
E-mail Address: <a href="mailto:maki.ganno@edcgov.us">maki.ganno@edcgov.us</a>	Phone Number: (530) 642-4893	Fax Number: (530) 621-2518

<b>NONCONSIDERATION ECIP FAST TRACK BUDGET</b>		
Enter the name of each county in your service territory on a separate line		Enter the dollar amount to be allocated to the county
1	El Dorado	\$ 29,054
2	Alpine	780
3		
4		
5		
6		
7		
8	<b>TOTAL</b>	\$ 29,834

<b>NONCONSIDERATION HEAP BUDGET</b>		
Enter the name of each county in your service territory on a separate line		Enter the dollar amount to be allocated to the county
1	El Dorado	\$ 337,435
2	Alpine	9,072
3		
4		
5		
6		
7		
8	<b>TOTAL</b>	\$ 346,507

<b>TOTAL NONCONSIDERATION ECIP AND HEAP BUDGET</b>		
Enter the name of each county in your service territory on a separate line		Enter the total dollar amount to be allocated to the county
1	El Dorado	\$ 366,489
2	Alpine	9,852
3		
4		
5		
6		
7		
8	<b>TOTAL</b>	\$ 376,341

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

The total Nonconsideration Budget must match the total nonconsideration allocation on the CSD 622 LIHEAP Expenditure and Performance Benchmarks.

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
<b>SECTION: Mandatory - Assessments/Diagnostics</b>									
1	Dwelling Assessment	With Attic ----- Without Attic ----- Modified Assessment (for Reweatherized dwellings only)	ADS	LIHEAP	No maximum at this time	1 assessment per dwelling unless expired		6 months	1
2	REM/Design Energy Audit		ADS	LIHEAP	No maximum at this time	1 audit per dwelling			41
3	Combustion Appliance Safety Test	Pre ----- Post	ADS	LIHEAP, ECIP EHCS	No maximum at this time	No maximum at this time	Required if infiltration reduction measures (INF) are installed	60 days	1
4	Blower Door Test	Pre ----- Post	ADS	LIHEAP	No maximum at this time	No maximum at this time			2, 3
5	Duct Leakage Test	Pre ----- Post	ADS	LIHEAP, ECIP EHCS	No maximum at this time	No maximum at this time			3, 10
6	HERS Rater		ADS	LIHEAP, ECIP EHCS		No max. quantity	If incurred		46
7	Permits		ADS	LIHEAP, ECIP EHCS		No max. quantity	If incurred		46
8	Contractor Post-Weatherization Inspection		ADS	LIHEAP	No maximum at this time	1 inspection per dwelling unless return visit is necessary to inspect additional work performed			4
<b>SECTION: Mandatory - Health and Safety</b>									
1	Carbon Monoxide Alarm	Lithium Battery	HSM	LIHEAP, ECIP EHCS	\$68 per alarm	1 occurrence per dwelling; no maximum quantity	4		5, 27, 39
2	Smoke Alarm	Lithium Battery or Hard-Wired	HSM	LIHEAP, ECIP EHCS	\$68 per alarm	1 occurrence per dwelling; minimum quantity as required by code	4		5, 27, 37, 39
3	Cooking Appliance Repair, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	\$467 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4		5, 6, 7, 8
		Natural Gas and Propane							6, 7, 8
		Other Types Not Listed							

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes	
4	Cooking Appliance Replacement, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	\$934 per dwelling	1 repair or replacement per dwelling; primary only	10		5, 6, 7, 8, 43	
		Natural Gas and Propane							6, 7, 8, 43	
		Other Types Not Listed								
5	Cooling Repair	AC Wall/Window	HSM	LIHEAP, ECIP EHCS	\$788 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4		5, 6, 8, 9, 10, 20, 21	
		Evaporative Cooler			\$822 per dwelling or 50% of replacement				5, 6, 7, 9, 10	
		FAU (Split System)			\$1742 per dwelling or 50% of replacement				5, 6, 7, 8, 9, 10, 20, 21	
		Multi-Unit Central System			\$788 per MUD or 50% of replacement				1 repair or replacement per MUD unit; primary only (66%/50% rule applies)	5, 6, 7, 8, 10, 20, 32
6	Cooling Replacement	AC Wall/Window	HSM	LIHEAP, ECIP EHCS	\$1575 per dwelling	1 repair or replacement per dwelling; primary only	10		5, 6, 8, 10, 21, 43	
		Evaporative Cooler Roof			\$1644 per dwelling		15		5, 6, 7, 8, 10, 43	
		Evaporative Cooler Window/Wall			\$3483 per dwelling		20		5, 6, 7, 8, 10, 20, 21, 43	
		Forced Air Unit (Split System)			\$1575 per MUD				1 repair or replacement per MUD unit; primary only (66%/50% rule applies)	5, 6, 7, 8, 10, 20, 32, 43
		Multi-Unit Central System								
7	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	LIHEAP, ECIP EHCS	\$1742 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4		5, 6, 7, 8, 9, 10	
		Forced Air Unit (Split System)			\$2296 per dwelling or 50% of replacement					
		Mobile Home Furnace			\$1631 per dwelling or 50% of replacement					
		Multi-Unit Central System			\$1742 per MUD or 50% of replacement	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)				
		Other Types Not Listed			\$2375 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only			5, 6, 7, 8, 9, 10, 11, 12	
		Package (Dual Pack)			\$3364 per dwelling or 50% of replacement				6, 7, 8, 9, 10	
		Wood-Fueled			\$2375 per dwelling or 50% of replacement					
		Exterior Wall Direct Vent, Interior Wall and Floor Furnace			\$3483 per dwelling	1 repair or replacement per dwelling; primary only				
		Forced Air Unit (Split System)			\$4591 per dwelling			5, 6, 7, 8,		

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
8	Heating Source Replacement	Mobile Home Furnace	HSM	LIHEAP, ECIP EHCS	\$3261 per dwelling	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)	20		10; 43
		Multi-Unit Central System			\$3483 per dwelling				5, 6, 7, 8, 10, 11, 12, 43
		Other			\$4749 per dwelling				5, 6, 7, 8, 10, 43
		Package (Dual Pack)			\$6728 per dwelling				6, 7, 8, 10, 14, 43
		Wood-Fueled			\$4749 per dwelling				
9	Lead-Safe Weatherization		HSM	LIHEAP, ECIP EHCS	N/A	As required by EPA	N/A		5
10	Water Heater Repair	Electric	HSM	LIHEAP, ECIP EHCS	\$970 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4		5, 6, 7, 8, 10
		Gas & Propane							6, 7, 8, 10
		Mobile Home							5, 6, 7, 8, 10
		Multi-Unit Central System							\$970 per MUD or 50% of replacement
11	Water Heater Replacement	Electric	HSM	LIHEAP, ECIP EHCS	\$1940 per dwelling	1 repair or replacement per dwelling; primary only	10		5, 6, 7, 8, 10, 43
		Natural Gas and Propane							6, 7, 8, 10, 43
		Mobile Home							5, 6, 7, 8, 10, 43
		Multi-Unit Central System							\$1940 per MUD
<b>SECTION: Mandatory</b>									
1	Attic Ventilation		INS	LIHEAP	\$355 per dwelling	1 occurrence per dwelling; no maximum quantity	20		5, 15
2	Caulking	Mobile Home	INF	LIHEAP	\$90 per dwelling	1 caulking per dwelling	4		16
		Multi-Unit			\$45 per dwelling				
		Single			\$75 per dwelling				
3	Ceiling Insulation	R-value 0-11	INS	LIHEAP	\$0.86 per sq ft	1 occurrence per dwelling; no maximum quantity	20		
		R-value 12-19			\$1.05 per sq ft				
		R-value 20-30			\$1.18 per sq ft				
		R-value 31-38			\$1.40 per sq ft				



Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
4	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	\$68 per lamp	2 lamps per dwelling	4		5, 27
		Thread Based			\$7 per bulb	10 bulbs per dwelling			
5	Cover Plate Gaskets		INF	LIHEAP	\$33 per dwelling	1 occurrence per dwelling	20		16
6	Door Repair	Exterior - All Other Types	INF	LIHEAP	\$250 per door	3 repairs per dwelling	15		16, 17, 36
		Sliding Glass - 72" x 80" and smaller			\$713 per door	1 repair per dwelling			
		Sliding Glass - Greater than 72" x 80"			\$856 per door				
7	Door Replacement - Catastrophic leaks only	Exterior - All Other Types	INF	LIHEAP	\$500 per door	3 replacements per dwelling	15		17, 36
		Sliding Glass - 72" x 80" and smaller			\$1425 per door	1 replacement per dwelling			
		Sliding Glass - Greater than 72" x 80"			\$1782 per door				
8	Duct Insulation		INS	LIHEAP	Up to \$0.95 per square foot	1 occurrence per dwelling; no maximum quantity	10		
9	Duct Repair and Replacement		INF	LIHEAP, ECIP EHCS	\$2200 per dwelling	1 repair or replacement per dwelling	10		3, 10
10	Filter Replacement	Air Conditioning	GHW	LIHEAP	\$100 per dwelling	1 occurrence per dwelling	4		35
		Furnace				1 occurrence per dwelling			
11	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP	\$150 per dwelling	2 lamps per dwelling	4		5, 27, 44
12	Glass Replacement - Catastrophic leaks only		INF	LIHEAP	\$525 per dwelling	1 occurrence per dwelling; no maximum quantity	10		17, 42
13	Hot Water Flow Restrictor	Faucet Restrictor	GHW	LIHEAP	\$8 per restrictor	1 occurrence per dwelling; no maximum quantity	4		5, 35
		Low Flow Handheld Showerhead			\$35 per showerhead				
		Low Flow Showerhead			\$27 per showerhead				
9	Kitchen Exhaust Installation, Repair & Replacement	Range Hoods, Wall/Ceiling Mounts	OTH	LIHEAP	\$350 per dwelling	1 repair or replacement per dwelling	10		5, 33
14	Kneewall Insulation	R-value 0-11	INS	LIHEAP	\$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity	20		
		R-value 12-19			\$1.18 per sq ft				
15	Mechanical Ventilation (if required by blower door diagnostics and MV calculations)		OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	10		5
16	Microwave Oven		EBL	LIHEAP	\$284 per oven	1 oven per dwelling	10		5, 23, 26

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
17	Minor Envelope Repair		INF	LIHEAP	\$400 per dwelling (Amount TBD for disasters).	1 occurrence per dwelling	4		13, 16, 17, 36
18	Limited Home Repair		OTH	LIHEAP ECIP EHCS	\$600 per dwelling (Amount TBD for disasters)	1 occurrence per dwelling	Dependent upon measure it supports		
19	Refrigerator Replacement	19 cu. ft. and below	EBL	LIHEAP	\$1032 per appliance	1 replacement per dwelling	15		5, 20, 28, 43
		Over 19 cu. ft.			\$1187 per appliance				
20	Thermostat	Manual	HCM	LIHEAP	\$65 per thermostat	1 thermostat per dwelling	10		5, 25, 27
		Programmable			\$157 per thermostat				
21	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP	\$66 per cover	2 covers per dwelling	4		16
22	Water Heater Blanket		GHW	LIHEAP	\$55 per blanket	1 blanket per dwelling	4		5, 35
23	Water Heater Pipe Wrap		GHW	LIHEAP	\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity	10		5, 35
24	Weatherstripping	Hinged Door	INF	LIHEAP	\$44 per door	1 occurrence per dwelling; no maximum quantity	4		16
		Other	INF		\$2.10 per lin ft				16
25	Windows - Catastrophic leaks only	Repair	INF	LIHEAP	\$1200 per dwelling	1 occurrence per dwelling; no maximum quantity	20		17, 42
		Replacement			\$2400 per dwelling				
<b>SECTION: Optional</b>									
1	Ceiling Fans		OTH	LIHEAP	\$250 per fan	1 occurrence per dwelling; no maximum quantity	10		5
2	Exterior Water Pipe Wrap		OTH	LIHEAP	\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity	10		5
3	Floor Foundation Venting		INS	LIHEAP	\$360 per dwelling	1 occurrence per dwelling; no maximum quantity	20		5, 15
4	Floor Insulation	> 36" clearance	INS	LIHEAP	\$1.83 per sq ft	1 occurrence per dwelling; no maximum quantity	20		24
		< 36" clearance			\$2.23 per sq ft				
5	Mechanical Ventilation		OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	10		5
6	Shadescreens		GHW	LIHEAP	\$500 per dwelling	1 occurrence per dwelling; no maximum quantity	4		5
7	Shutters		GHW	LIHEAP	\$6.00 per sq ft	1 occurrence per dwelling; no maximum quantity	10		5
		Fixed, Glass Glazing			\$12.40 per sq ft				

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
8	Storm Windows	Fixed, Polycarbonate	GHW	LIHEAP	\$18.40 per sq ft	1 occurrence per dwelling; no maximum quantity	10		16
		Operable, Glass Glazing			\$13.90 per sq ft				
		Operable, Polycarbonate			\$21.40 per sq ft				
9	Timer, Electric Water Heater		EBL	LIHEAP	\$112 per timer	1 timer per dwelling	4		5
10	Tinted Window Film		OTH	LIHEAP	\$3.30 per sq ft	1 occurrence per dwelling; no maximum quantity	4		5
11	Wall Insulation, Stucco and Wood		INS	LIHEAP	\$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity	20		
<b>SECTION: Optional - Energy Audit Required</b>									
1	Cooling Replacement (Energy Efficiency Upgrades)	AC Wall/Window	EEU	LIHEAP, ECIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per dwelling; primary only	Per Energy Audit		5, 6, 8, 10, 41, 43
		Evaporative Cooler Roof							5, 6, 7, 8, 10, 41, 43
		Evaporative Cooler Window/Wall							5, 6, 7, 8, 10, 20, 41, 43
		Forced Air Unit (Split System)							5, 6, 7, 8, 10, 20, 32, 41, 43
	Multi-Unit Central System				1 repair or replacement per MUD unit; primary only (66%/50% rule applies)				

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
2	Heating Source Replacement (Energy Efficiency Upgrades)	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	EEU	LIHEAP, ECIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per dwelling; primary only	Per Energy Audit		6, 7, 8, 10, 41, 43
		Forced Air Unit (Split System)							
		Mobile Home Furnace							
		Multi-Unit Central System							
		Other							
		Package (Dual Pack)							
Wood-Fueled	1 repair or replacement per dwelling; primary only	6, 7, 8, 10, 11, 12, 41, 43							
3	Windows	Replacement	EEU	LIHEAP	Requires REM/Design Energy Audit; includes sliding glass doors	1 occurrence per dwelling; no maximum quantity (66%/50% rule applies for MUD)	Per Energy Audit		41, 42
<b>SECTION: Other Program Costs</b>									
1	Wages - Field Staff		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity			45
2	Wages - Program Management & Support		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity			45
3	Disposal Fees		OTH	LIHEAP, ECIP EHCS		No max. quantity	If incurred		40
4	HPO Costs		OTH	LIHEAP, ECIP EHCS		No max. quantity	If incurred		40
5	Lodging and per diem		OTH	LIHEAP, ECIP EHCS	\$750 per trip	1 trip per weatherized dwelling	1 trip per reweatherized dwelling		34, 40
6	Ancillary Supplies		OTH	LIHEAP, ECIP EHCS	Based upon inventory records	No max. quantity			
7	Vehicle & Equipment Repair, Maintenance, Fuel		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity			
8	Waste Breakage		OTH	LIHEAP, ECIP EHCS, SWEATS	Based upon inventory records and justification	No max. quantity			

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
<b>SECTION: SWEATS Program Costs</b>									
1	Portable Equipment Purchased and Held on Reserve	Air Conditioner Evaporative Cooler Heater Fan Generator Other	SWE	SWEATS		No max. quantity			
2	Repair and Maintenance of Reserved Appliances	Air Conditioner Evaporative Cooler Heater Fan Generator Other	SWE	SWEATS		No max. quantity			
3	Additional Reimbursement--Fees, Fares, or Costs for Rental Vehicles		SWE	SWEATS		No max. quantity			
4	Temporary Shelter/Housing		SWE	SWEATS		No max. quantity			
5	Utility Assistance Payment		SWE	SWEATS		No max. quantity			
6	Other Personal Tangible Individual Benefits		SWE	SWEATS		No max. quantity			
<b>SECTION: SWEATS Loaned Appliances Program</b>									
1	Portable Equipment Delivered on Loan to a Dwelling	Air Conditioner Evaporative Cooler Heater Fan Generator Other	SWE	SWEATS		No max. quantity			
2	Other Emergency Services		SWE	SWEATS		No max. quantity			
3	Fuel for Generators		SWE	SWEATS		No max. quantity			

**\* Classification Key**

ADS	Assessment/Diagnostics	HSM	Health and Safety Measure
EBL	Electric Baseload Measure	INF	Infiltration Reduction Measure
EEU	Energy Efficiency Upgrade	INS	Insulation Measure
GHW	General Heat Waste	OTH	Other Program Cost
HCM	Heating/Cooling Measure	SWE	SWEATS

\*\* Maximum reimbursements do not represent fixed fees. Waivers must be sought if costs and/or quantities exceed maximums or installation is outside the scope of the program.

1	Unit assessments must only be conducted by assessors who have received all of CSD's required training. A pre-CAS test is required as part of the assessment unless the dwelling is deferred before a test can be completed. Post-CAS tests must be conducted in accordance with CSD Weatherization Installation Standards.
2	Following a determination that no combustion byproduct hazards exist, pre-weatherization blower door testing for shell-sealing purposes is a mandatory activity on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportional to the number of completed units for each quarter.
3	A duct leakage test using the Duct Blaster is a stand-alone test and may be performed in conjunction with the Blower Door Test for purposes of assessing outside air infiltration. Duct leakage testing is required for all dwellings with duct systems unless it is not feasible. Only Duct Blasters are allowed to be used to conduct duct leakage.
4	Inspections are required on 100% of all weatherized dwellings under this Agreement and must be completed in accordance with CSD Inspection Policies and Procedures. Inspections are to be reimbursed using actual labor hours for the inspection activity on the job site.
5	If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may only install non-infiltration reduction measures as identified by this note and are not combustion appliances. No catastrophic leaks can be repaired.
6	Must be classified as mandatory if a gas or electrical safety hazard exists. Age of the appliance cannot be used as a criterion for replacement.
7	If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Cook Top and Free Standing Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled.
8	Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven Cook Top and Free Standing 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 will always require a C-10 license.
9	Repairs include cleaning. Filter replacement is not included and shall be charged to a separate line item.
10	These maximums apply to heating and cooling source and water heater repairs and replacements under ECIP EHCS with the exceptions as noted in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, REIMBURSEMENT GUIDELINES. Duct repair and replacement is an allowable stand-alone measure when needed or triggered by Title 24 regulations under the weatherization program only. However, duct leakage tests and duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with heating/cooling services billed to EHCS when required under Title 24.
11	Costs that exceed the maximums in other categories of cooling and heating repairs and replacements cannot be charged to the line items reserved for other types of cooling and heating units not already listed.
12	Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.
13	Energy Conservation Measures and Activity Definitions are included in the CSD Weatherization Installation Standards (WIS), and EXHIBIT G, DEFINITIONS.
14	A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds thirty percent (30%) of replacement cost or existing unit is not a listed and labeled stove.
15	It is NO longer required that attic and floor foundation venting be installed in conjunction with ceiling and floor insulation, respectively.
16	When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that meet criteria per CSD WIS.
17	Costs that exceed the maximums in Glass Replacement, Window Repairs and Replacements and Door Repairs and Replacements cannot be charged to Minor Envelope Repair. Repairs for catastrophic leaks require clear photographic documentation and calculation in the client file.
19	Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.
20	Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.
21	Do not perform if dwelling has an operable evaporative cooler.
23	Cabinet retrofits are only allowed for built-in microwaves that have been replaced and are reimbursable under Minor Envelope Repair.
24	Crawl space height shall be documented on the Weatherization Building Assessment and Job Order Sheet (CSD 540).
25	Manual Thermostats may be installed only if the old thermostat is inoperable and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving such services will not be able to operate and maintain the Programmable Thermostat properly.
26	Microwaves may be installed in dwellings with gas cooking appliances.
27	Contractors shall ensure the proper disposal of hazardous wastes products such as fluorescent light tubes, batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System; Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.
28	Documentation in the client file shall contain the manufacturer, make, model, age, and metering information of all replaced refrigerators. Age must be verified utilizing the Refrigerator Energy Use Data at <a href="http://www.waptac.org">www.waptac.org</a> or other applicable resources per CSD WIS. Installation or replacement of refrigerators must fulfill all requirements in Section 37 of the CSD WIS.
31	Travel credits and mileage rates are no longer applicable and are not to be charged to an individual job through EPD, ServTraQ or other job reporting systems. Travel is reimburseable under Other Program Costs - Vehicle & Equipment Repair, Maintenance, Fuel as a stand-alone line item. Charges must be fully documented and supportable.
32	The total cost per unit must be allocated to all units in the building being served by the central unit. Total costs of the central unit is subject to the sixty-six percent (66%) or fifty percent (50%) eligibility rule used to weatherize all units in a building.
33	Repairs and replacements are allowable on pre-existing and vented kitchen exhausts. New vented kitchen exhausts may be installed where one was not existing in mobile homes only.
34	One lodging and per diem claim filed for each dwelling is not limited by the number of crew members on the out-of-town job(s) and/or the number of nights required to stay to complete the out-of-town job(s). It is limited, however, to one trip by a crew for each weatherized or reweatherized dwelling. If more than one dwelling is weatherized during the single trip, the cost must be prorated among those units and shall be limited to that single trip.
35	General heat waste measures are intended to be low-cost items that can be quickly and easily installed. The weatherstripping for exterior doors only includes weatherstripping for door jambs and does not include door shoes or thresholds which are included in door repairs and replacements. If a blower door test is to be performed, these measures can be installed prior to the blower door test.

36	When installing an exterior door, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units <u>only</u> . Reimbursement will be based on the material costs for the door, deadbolt lock, and labor. On any dwelling, an <u>existing</u> and functional deadbolt shall be reinstalled in the replacement door with reimbursement limited to labor for the reinstallation. Costs associated with this activity is not chargeable under Minor Envelope Repair.
37	Quantities of installed smoke alarms are dictated by code and are limited by the higher of state or local building code. Copies of local building code requiring a higher number of alarms than state code must be on file at the agency for CSD review. Pre-existing smoke alarms are not to be replaced unless they are non-operable after battery replacement. Battery replacement is an allowable expenditure under this line item. Hard-wired smoke alarms are to be installed only if required by local building code. Documentation of local building code requirements must be on file at the agency and available to CSD upon request.
39	Alarms cannot be installed as a stand alone measure under ECIP EHCS. Alarms shall only be installed when a combustionable heating/cooling/water heating appliance is being replaced and the local jurisdiction requires installation of the alarms in order to pass final inspection. Copies of local building code requiring installation of alarms must be on file at the agency for CSD review.
40	Disposal fees, HPO and Lodging costs are to be entered into EARS under Other Program Costs as stand-alone line items. Charges are not to be charged to individual jobs through EPD, ServTraq, or other job reporting systems.
41	Energy efficiency upgrades require a REM/Design Energy Audit and are subject to all CSD audit protocols. All audits are required to be submitted to CSD for approval prior to work commencing.
42	If required by the local jurisdiction, a building permit must be obtained and finalized.
43	Requires clear photographic documentation in the client identifying existing model, make, size and problem that required appliance to be replaced.
44	Existing torchiere lamps that are being replaced must be removed.
45	Wages charged to this line item must be directly attributable to the program and/or in accordance with Contractor's cost allocation plan.
46	HERS and permit fees cannot be charged as a stand alone measure under ECIP EHCS. Charges shall only be those associated with the ECIP EHCS appliance replacement prompting the fees.

**EXHIBIT D - ATTACHMENT III  
2013 LIHEAP EXPENDITURE AND PERFORMANCE BENCHMARK**

Local Service Provider Name:	
El Dorado County Health and Human Services Agency	

Prepared By: NAME AND TITLE (please print)
Star Walker, Program Coordinator

E-mail Address:	Phone Number:	Fax Number:
star.walker@edcgov.us	530-621-6255	<u>530-295-2581</u>

County	Total Dollar Amount	Quarter 1 (1/1/13 - 3/31/13)	Quarter 2 (4/1/13- 6/30/13)	Quarter 3 (7/1/13- 9/30/13)	Quarter 4 - (10/1/13 - 12/31/13)	Total Unit Production
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**SECTION 1 - Total Weatherization Expenditures by County**

Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage	*Enter a percentage	*Enter a percentage	Enter a percentage	Enter a number
<b>El Dorado</b>	<b>\$240,822.00</b>	<b>0.00%</b>	<b>20.00%</b>	<b>40.00%</b>	<b>40.00%</b>	200
<b>Alpine</b>	<b>\$11,500.00</b>	<b>0.00%</b>	<b>0.00%</b>	<b>50.00%</b>	<b>50.00%</b>	6
<b>Total</b>	<b>\$252,322.00</b>					

*\*Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2013.*

County	Total Dollar Amount	Quarter 1 (1/1/13 - 3/31/13)	Quarter 2 (4/1/13- 6/30/13)	Quarter 3 (7/1/13- 9/30/13)	Quarter 4 - (10/1/13 - 12/31/13)	Total Households to be Served
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**SECTION 2 - Total HEAP Expenditures by County**

Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage	*Enter a percentage	*Enter a percentage	Enter a percentage	Enter a number
<b>El Dorado</b>	<b>\$337,435.00</b>	<b>0.00%</b>	<b>0.00%</b>	<b>50.00%</b>	<b>50.00%</b>	885
<b>Alpine</b>	<b>\$9,072.00</b>	<b>0.00%</b>	<b>0.00%</b>	<b>50.00%</b>	<b>50.00%</b>	30
<b>Total</b>	<b>\$346,507.00</b>					

*\*Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2013.*



County	Total Dollar Amount	Quarter 1 (1/1/13 - 3/31/13)	Quarter 2 (4/1/13- 6/30/13)	Quarter 3 (7/1/13- 9/30/13)	Quarter 4 - (10/1/13 - 12/31/13)	Total Households to be Served
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**SECTION 3 - Total Fast Track Expenditures by County**

Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage	*Enter a percentage	*Enter a percentage	Enter a percentage	Enter a number
El Dorado	\$29,054.00	0.00%	0.00%	50.00%	50.00%	35
Alpine	\$780.00	0.00%	0.00%	50.00%	50.00%	2
<b>Total</b>	<b>\$29,834.00</b>					

*\*Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2013.*

County	Total Dollar Amount	Quarter 1 (1/1/13 - 3/31/13)	Quarter 2 (4/1/13- 6/30/13)	Quarter 3 (7/1/13- 9/30/13)	Quarter 4 - (10/1/13 - 12/31/13)	Total Households to be Served
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**SECTION 4 - Total WPO Expenditures by County**

Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage	*Enter a percentage	*Enter a percentage	Enter a percentage	Enter a number
El Dorado	\$323,734.00	0.00%	0.00%	50.00%	50.00%	809
Alpine	\$9,072.00	0.00%	0.00%	50.00%	50.00%	22
<b>Total</b>	<b>\$332,806.00</b>					

*\*Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2013.*

County	Total Dollar Amount	Quarter 1 (1/1/13 - 3/31/13)	Quarter 2 (4/1/13- 6/30/13)	Quarter 3 (7/1/13- 9/30/13)	Quarter 4 - (10/1/13 - 12/31/13)	Total Households to be Served
<b>SECTION 5 - Total EHCS Expenditures by County</b>						
Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage	*Enter a percentage	*Enter a percentage	Enter a percentage	Enter a number
<b>El Dorado</b>	<b>\$29,054.00</b>	<b>0.00%</b>	<b>40.00%</b>	<b>30.00%</b>	<b>30.00%</b>	<b>20</b>
<b>Alpine</b>	<b>\$781.00</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>100.00%</b>	<b>1</b>
<b>Total</b>	<b>\$29,835.00</b>					
<i>*Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2013.</i>						

## **PROGRAMMATIC PROVISIONS**

### **1. SERVICE PRIORITY GUIDELINES**

- A. Contractor shall give first priority for services to those households with the highest energy burden and shall factor into its first priority for services those households with the following vulnerable populations: young children (ages 5 years or under), disabled, and elderly persons (ages 60 years or older).
- B. Contractor may give first priority for services to those households whose members have life-threatening emergencies.
- C. For the ECIP Fast Track and HEAP WPO program components, Contractor shall assign prioritization points for Energy Burden, Vulnerable Populations, Household Income, and any Optional Agency-Defined categories as referenced in the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H. Contractor shall assign 10 points for applicants with the lowest income and the highest energy burden.
- D. Due to limited funding, Contractors are discouraged from providing either:
  - 1) Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
  - 2) Weatherization services to dwellings previously weatherized under LIHEAP within the past four (4) years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H.
- E. Equitable Treatment  
  
Contractor shall assure that owners and renters receive equitable treatment under this program.

### **2. OUTREACH AND INTAKE ACTIVITY GUIDELINES**

#### **A. Outreach**

Contractor shall perform appropriate outreach activities to ensure that households in the service area are informed about all LIHEAP program services and have an opportunity to apply for such services.

B. Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

- 1) Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time.
- 2) Ensure applicants have access to applications, whether in hardcopy or electronic format, during regular business hours. Contractor's whose offices are not staffed Monday through Friday, must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or at CSD's website at [www.csd.ca.gov](http://www.csd.ca.gov) or at alternate location(s).
- 3) Accept applications for assistance during regular business hours.
- 4) Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor.
- 5) Provide to low-income individuals who are physically infirm the means to submit applications for HEAP and ECIP without leaving their residences.
- 6) Provide intake only at sites accessible to the disabled.
- 7) Contractor shall utilize the Energy Intake Form (CSD 43), or contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and Department of Energy (DOE) program.

3. ASSURANCE 16 ACTIVITY GUIDELINES

Assurance 16 program funds shall be used for such services, including needs assessment, client education and budget counseling, and coordination with utility companies, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

A. Needs Assessment

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Section 1, SERVICE PRIORITY GUIDELINES, of this Exhibit, and the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H.

B. Client Education/Budget Counseling – General Requirements

Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H. Contractor shall include at least the following:

- 1) Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State.
- 2) Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
- 3) Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

C. Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

- 1) In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, mold and lead-based paint education.
- 2) Occupants of pre-1978 units to be weatherized must receive the pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and School."
- 3) Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."
- 4) Contractor shall provide to the client a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

- 5) Contractor shall provide to the client an explanation of the action of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.
- 6) Contractor shall provide to all clients the EPA pamphlet, "A Citizen's Guide to Radon".

D. Coordination

- 1) Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, CARE/RRP, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.
- 2) Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income and a proactive educational concept in serving clients. This includes expending up to five percent (5%) of the Assurance 16 allocation for attending the California Public Utilities Commission's Low-Income Oversight Board Committee meeting.

4. LIHEAP AGENCY PLAN

- A. Contractor shall submit an annual LIHEAP Agency Priority Plan to CSD by a date as determined by CSD. The LIHEAP Agency Priority Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.
- B. CSD will review the annual LIHEAP Agency Priority Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Priority Plan documents do not provide reasonable demonstration that the Contractor's services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD will ask Contractor to supplement the responses or documents accordingly prior to execution of this Agreement.

- C. CSD's approval of the LIHEAP Agency Priority Plan documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.

5. HEAP/WPO ACTIVITY GUIDELINES

A. Applicant Eligibility

- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
- 2) Income and utility verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at <https://providers.csd.ca.gov>.
- 3) Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

- B. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuation circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

- C. Contractor may establish a maximum benefit for HEAP WPO payments; such maximum shall be consistently applied. ECIP WPO payments cannot exceed \$1,000.

- D. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

- E. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

- 1) Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only) (CSD 415) or Contractor's equivalent.
- 2) Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

- 3) CSD shall not make payments to clients for WPO assistance.
  - 4) Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- F. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- G. Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

6. WEATHERIZATION ACTIVITY GUIDELINES

A. Applicant Eligibility

- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
- 2) Income and utility verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at <https://providers.csd.ca.gov>.
- 3) Contractor shall certify a household's income eligibility prior to the delivery of all energy program services.
- 4) Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

B. Dwelling Eligibility

- 1) The certification shall remain in effect for a period of 120 days from the certification date.
- 2) Contractor shall perform the assessment of weatherized dwellings within 120 days of the certification date to receive weatherization assistance services. In the event the Contractor is unable to perform the weatherization dwelling assessment within the 120-day period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility, prior to commencing the delivery of any form of weatherization assistance service including the dwelling assessment.



- 3) Contractor shall complete the post-combustion appliance safety test within sixty (60) days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.
- 4) Contractor shall complete weatherization services within six (6) months from the date of the original assessment of a dwelling. In the event the Contractor is unable to perform all weatherization services within the six-(6) month period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.
- 5) **Permission to Provide Services**
  - a. Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent prior to performing any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent or the Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent. At a minimum, the written documentation and/or notification shall include the following:
    - i. General permission to do assessment and weatherization work;
    - ii. Notification of specific work to be done before the work is done;
    - iii. Notification of significant structural and engineering changes; and
    - iv. Confirmation of work completed.
  - b. If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupied dwelling and/or from the owner of a rental unit prior to continuing with the scheduled work.

6) Rent Increase Restrictions

- a. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.
- b. Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint including date complaint was made, date investigations began, and results.
- c. Should a complaint be found valid, Contractor shall obtain the amount equal to the weatherization work performed on that unit from the landlord and, if previously reimbursed from CSD, remit that amount to CSD along with details of the investigation.

7) Multi-Unit Dwellings

- a. In accordance with 10 CFR 440.22(b) (2), Contractor may weatherize a building containing rental dwelling units when not less than 66% (50% for duplexes and four-unit buildings) of the dwelling units in the building:
  - i. Are eligible dwelling units, or
  - ii. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.
- b. If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required.
- c. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$3,055 maximum average per unit.

- d. Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent for each complex and shall maintain a copy in each individual client file.
- e. Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.
- f. The owner signed a copy of the Energy Service Agreement for Rental Units (CSD 515) or Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent, authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;
- g. No undue or excessive enhancement shall occur to the value of the dwelling units.
- h. The repair and replacement of heating appliances, cooking appliances, and water heaters shall be performed in unoccupied multi-unit dwellings under the LIHEAP weatherization program only if a dangerous indoor air quality condition is found to exist, e.g., carbon monoxide hazard or gas leak and/or fire hazard.
  - i. If a dangerous indoor air quality condition and/or fire hazard is found to exist under ECIP EHCS, Contractor may disable the appliance to eliminate the immediate hazard in accordance with ECIP Policy and Procedures, the CSD Weatherization Installation Standards, and CSD Weatherization Policies and Procedures. These documents are incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>. No other ECIP EHCS activities are allowed.
  - ii. If the dwelling is later occupied with an eligible applicant, Contractor may provide the appliance services and upon the completion of service, shall report the dwelling as previously weatherized.

8) Previously Weatherized Dwellings

- a. Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered re-weatherization.
- b. A previously applied measure may be reinstalled during its useful life term, as described on EXHIBIT B, ATTACHMENT IV, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file. If the useful life term has expired for the previously applied measure, then Contractor can provide the replacement measure under re-weatherization without justification.
- c. Unoccupied multi-unit dwellings previously weatherized in accordance with this Agreement and subsequently upon tenant occupation receives appliance repair and/or replacement services shall constitute a reweatherized dwelling.
- d. If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Agreement. The dwelling and occupant eligibility must be recertified.
- e. Contractor shall not report demographics for reweatherized dwellings when reweatherization services occurred during the same contract period.

9) Ineligible Dwellings

- a. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.
- b. Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the Weatherization Building Assessment and Job Order Sheet (CSD 540) and signs the Energy Service Agreement for Rental Units (CSD 515), Service Agreements for Unoccupied Multi-Unit Dwellings (CSD 515D), or Contractor's equivalent as applicable.
- c. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Agreement.

C. Minimum Requirements for Weatherization Services

- 1) Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or other program may be weatherized under this Agreement only if:
  - a. Ceiling Insulation plus two additional Mandatory Measures are installed, or
  - b. In the event Ceiling Insulation is not feasible, at least three Mandatory Measures are installed.
- 2) Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two (2) additional Mandatory measures are installed or, in the event ceiling insulation is not feasible, at least three (3) Mandatory measures are installed.
  - a. Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.
  - b. Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.
- 3) If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred and the dwelling ineligibility documented in the client file.
- 4) Repair of large leaks identified by blower door testing may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and/or weatherstripping are not feasible, thus reducing the number of feasible Mandatory Measures to fewer than needed to qualify the dwelling for weatherization. In this case, Contractor may substitute noninfiltration reduction Optional Measures as needed for the nonfeasible caulking and/or weatherstripping measures.
- 5) The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

D. Dwelling Assessments

- 1) Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.
- 2) Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subdivision D.6) a.iv.
- 3) Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 11, TRAINING REQUIREMENTS, of this Exhibit. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Worksite Safety.
- 4) Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services. Exemptions to this requirement may be granted for agencies where it is economically challenging and/or operationally impractical to achieve the desired job separation between weatherization field staff. In order to receive an exemption, Contractor must submit a written request to CSD for review and approval.
- 5) Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of the following:
  - a. Any significant structural and engineering changes required to complete the weatherization work before the specified work commences; and
  - b. Confirmation of the work completed.
- 6) Dwelling Assessment Performance
  - a. Dwelling assessments shall include the following required activities:
    - i. The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this agreement.

Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable.

- ii. The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions.
- iii. The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.
- iv. Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subdivision D.6) b. below.

b. Historic Preservation Review of Dwellings

- i. To ensure compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Agreement, the historic review shall be known as the Historic Preservation Review.
- ii. The Contractor shall ensure that a Historic Preservation review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR 60.4.

- iii. When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in Subdivision ii. Contractor shall initiate the Historic Preservation Review process as specified in CSD Historic Preservation Review Policy incorporated by reference to this Agreement, and available on the CSD Providers' website at <https://providers.csd.ca.gov>.
  - c. Combustion Appliance Safety (CAS) Tests
    - i. The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.
    - ii. If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration reduction measures.
  - d. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.
    - i. Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral Form (CSD 542).
    - ii. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.
- 7) Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this agreement. In the event the weatherization of a dwelling threatens the general health and safety of weatherization personnel, the Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral Form (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile.



E. Diagnostic Testing

- 1) Contractor shall perform the blower door diagnostic testing only for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportionate to the number of completed units for each quarterly period.
- 2) Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a preweatherization blower door test.
- 3) Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.
- 4) Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 11, TRAINING REQUIREMENTS, of this Exhibit.
- 5) If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.

F. Health and Safety Measures

- 1) Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- 2) Contractor is authorized to mitigate health and safety hazards generated by combustion appliances, preserve or improve indoor air quality, and address knob-and-tube wiring. In addition to all provisions in this Agreement regarding Health and Safety Measures, Contractor must adhere to the Health and Safety Appliance Replacement Policy, to seek reimbursement for replacing specified appliances. The Health and Safety Appliance Replacement Policy is hereby incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.

- 3) Health or Safety Hazard Repair or Replacement, Carbon Monoxide/Alarm, and Mandatory Insulation measures must be installed in priority order. Other Mandatory measures must be installed before optional measures, and no measure shall be excluded, unless the:
  - a. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;
  - b. Dwelling already has that measure in place;
  - c. Measure cannot be properly installed;
  - d. Client refuses installation (client refusal is to be documented and placed in file);
  - e. Maximum dollar limit is reached; or
  - f. Measure is not needed or required.
- 4) After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.
- 5) If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:
  - a. The combustion appliance is repaired or replaced; and
  - b. All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.
- 6) If the dollar limit has not been reached in installing feasible Mandatory measures, Contractor may install optional measures.

7) Health and Safety Measures

- a. The following health and safety guidelines are applicable to heating and cooling appliance services delivered through the LIHEAP Weatherization component and are restricted to occupied SFD and/or MUD units:
  - i. A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source.
  - ii. A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.
- b. Any and all health and safety heating/cooling appliance service shall be performed in accordance with the following guidelines:
  - i. All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and well being of individuals or the household.
  - ii. All such appliance replacements are further subject to the Health and Safety Appliance Replacement Policy.
  - iii. For those conditions where a true crisis exists and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.
    - (a) Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

- (b) Occupant shall certify that all of the manufacturer's safety instructions will be abided by.
    - (c) Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.
  - iv. The age of a heating/cooling appliance shall not be used as a basis for replacement.
- c. Prior to the performance of any heating/cooling appliance service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- d. Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than fifty percent (50%) of the cost of installing a new replacement unit.
- e. If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.
- f. When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

#### G. Energy Audit Requirements

- 1) Contractor may install optional energy efficiency upgrade measures after conducting a REM/Design energy audit, or Targeted Retrofit Energy Analysis Tool (TREAT), as applicable.
  - a. Contractor shall install those feasible energy efficiency upgrade measures shown by the energy audit to have a savings-to-investment ratio (SIR) of 1.0 or greater.
  - b. Contractor shall install measures with higher SIRs before or instead of measures with lower SIRs.

- 2) Energy audits shall be conducted as specified in the CSD Measure Installation Policies and Procedures incorporated by reference to this Agreement, and available on the CSD Providers' website at <https://providers.csd.ca.gov>.
  - a. REM/Design energy audit tool may be applied to single-family dwellings, mobile homes and multi-unit dwellings containing twenty-four (24) or fewer dwelling units where each unit is independently heated and cooled and has its own domestic hot water heater.
  - b. Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

7. ENERGY CRISIS INTERVENTION PROGRAM (ECIP) SERVICES ACTIVITY GUIDELINES

A. Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 U.S.C. § 8622(1)], including:

- 1) A natural disaster (whether or not officially declared),
- 2) A significant home energy supply shortage or disruption,
- 3) An official declaration of a significant increase in:
  - a. Home energy costs,
  - b. Home energy disconnections,
  - c. Enrollment in public benefit programs, or
  - d. Unemployment and layoffs, or
- 4) An official emergency declaration by the Secretary of Health and Human Services.
- 5) In those situations where there is not an official federal, state or local declaration of emergency, i.e., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or

mitigate the loss or impairment of life, health, property, or essential public services.

B. Capacity and Responsibility to Provide Emergency Assistance

- 1) Contractor acknowledges that federal and state law requires recipients of ECIP funding to be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance that resolves the energy crisis, and Contractor acknowledges that the program must meet minimum requirements for timing and accessibility to eligible applicants as further defined at 42 USC § 8623(c).
- 2) Contractor agrees to provide all reasonable information requested by CSD during the term of this Agreement in order to enable CSD to assess Contractor's current energy crisis intervention program.
- 3) Federal and state law permit the allowability and allocability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Agreement permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" provided by federal law and this Agreement.

C. ECIP Fast Track and WPO

- 1) ECIP Fast Track and WPO Services shall be provided in accordance with the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H.
- 2) Applicant Eligibility
  - a. Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
  - b. Income and utility verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the LIHEAP Eligibility and Verification Guide at <https://providers.csd.ca.gov>.
  - c. Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

- d. Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and EXHIBIT G, DEFINITIONS.
- e. ECIP Fast Track Utility Assistance
  - i. The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company (-ies) and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.
  - ii. An emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, in which case ECIP Fast Track payment(s) shall not be made.
- f. In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO must meet at least one of the following criteria pursuant to Government Code §16367.5 (e):
  - i. Proof of utility shutoff notice;
  - ii. Proof of energy termination;
  - iii. Insufficient funds to establish a new energy account;
  - iv. Insufficient funds to pay a delinquent utility bill; or
  - v. Insufficient funds to pay for essential firewood, oil, or propane.

3) ECIP Fast Track Benefit Determination

ECIP Fast Track benefits shall be determined using an ECIP Fast Track base amount and, when applicable, an agency-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

- a. Contractor shall ensure that the total ECIP Fast Track benefit amount (ECIP Fast Track base amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company in energy charges, reconnection fees, and other assessed utility fees/surcharges to alleviate the crisis situation.

- b. When only issuing a ECIP Fast Track base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.
- c. Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (ECIP Fast Track plus supplemental benefit amount) does not exceed \$1,000. If contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed \$1,000.
- d. Contractor shall provide full justification by documenting the client file(s) to include the amount of charges and verification by the utility company.
- e. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved AGENCY PRIORITY PLAN WEATHERIZATION AND ECIP-EHCS in Exhibit H, and the current LIHEAP Eligibility and Verification Guide.

4) ECIP Fast Track/WPO Payment Guidelines

- a. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year, however, contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.
- b. Contractor shall ensure that the maximum total ECIP WPO benefit does not exceed \$1,000. If contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed \$1,000.
- c. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.
- d. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:



- i. Not later than 48 hours after a household is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis.
- ii. Not later than 18 hours after a household applies is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.
- iii. When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be sent to the client via an account credit letter from CSD or the utility company, or it shall be shown as a credit on the utility bill(s).

5) ECIP WPO Payment Guidelines Specific

- a. Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only) (CSD 415) or Contractor's equivalent.
- b. Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
- c. CSD shall not make payments to clients for WPO assistance.
- d. Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- e. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- f. Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

D. ECIP Emergency Heating and Cooling Services (EHCS)

1) Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 6 of this Exhibit.

2) Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 6 of this Exhibit.

3) Dwelling Assessments

a. Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 6 of this Exhibit.

b. Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

4) Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

a. The applicant is income eligible and is able to submit the required documentation to complete the eligibility of the dwelling;

b. The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

c. The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and

d. The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

E. Natural Disasters

- 1) When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.
- 2) Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.
- 3) The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8. SEVERE WEATHER ENERGY ASSISTANCE AND TRANSPORTATION SERVICES (SWEATS) ACTIVITY GUIDELINES

- A. The Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy was developed by CSD to facilitate the delivery of allowable LIHEAP services, including utility assistance and weatherization, during a bona fide emergency. The policy includes guidelines and other criteria which, if followed, will authorize the Contractor to expend LIHEAP funds to respond to eligible beneficiaries impacted by the emergency. The SWEATS Policy is incorporated by reference to this Agreement and is available on the CSD Providers' website at <https://providers.csd.ca.gov>.

The activation of SWEATS services is at CSD's sole discretion and will be time-limited according to CSD's official notification. In the event a bona fide emergency occurs during CSD non-business hours, Contractor at its discretion may elect to activate the terms and conditions of SWEATS. The local activation of SWEATS will remain in effect until CSD's next official business day.

- B. Eligible households may receive the following SWEATS emergency services:
- 1) Utility Assistance
  - 2) Temporary Shelter, Coats, and Blankets
  - 3) Transportation Services
  - 4) Portable Heating and Cooling Appliances and Generators
- C. For Applicant Eligibility, Service Provisions, Reimbursements, Reporting, and Record-keeping requirements, refer to the SWEATS Policy.

9. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

A. Program Standards

- 1) Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Agreement as if attached hereto:
  - a. CSD Low-Income Weatherization Assistance Program Policies;
  - b. CSD Weatherization Installation Standards (WIS);
  - c. CSD Inspection Policies and Procedures;
  - d. CSD LIHEAP/DOE Program Health and Safety Appliance Replacement Policy;
  - e. ECIP Policy and Procedures;
  - f. CSD Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy; and
  - g. Official State and Federal Program Notices and Guidance Documents
- 2) In the event of disagreement between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

B. Regulations

- 1) Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement is not included in the manual and/or is more stringent.
- 2) All applicable dwellings shall be in compliance with California Energy Commission 2008 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.
- 3) Services provided to all applicable pre-1978 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

- 4) All materials procured for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government or 45 CFR Part 74, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.
- 5) All materials must be in compliance with Department of Energy rules in 10 CFR 440, Appendix A.

C. Title 24

- 1) Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks and cannot be repaired.
- 2) Title 24 requirements are applicable only to energy conservation measures installed to dwelling located within Contractor's specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones, refer to the CSD Providers' website at <https://providers.csd.ca.gov>.
- 3) Contractor shall obtain the services of a qualified HERS Program Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.
- 4) Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

D. Pre-1978 Dwellings

- 1) Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

- 2) HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.
- 3) Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent.

10. QUALITY ASSURANCE

A. Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Agreement. Such assurance will be documented on the Weatherization Building Assessment and Job Order Sheet (CSD 540) or Contractor's equivalent and shall be signed and dated by a certifying agency representative.

B. Post-Weatherization Inspections

- 1) Contractor shall perform Post-Weatherization Inspections on one-hundred percent (100%) of the total weatherized dwellings under this Agreement. Weatherization jobs where measures installed are limited to Compact Fluorescent Lights (CFL), water measures and alarms are exempt from receiving a post-inspection.

- 2) If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post inspection. Attempts must be fully documented on the CSD Post Weatherization Inspection form (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:
  - a. One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering client to reschedule; or
  - b. One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering client to reschedule.
- 3) Contractor shall not report a weatherized dwelling as complete nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed, including post-weatherization inspections or an explanation has been provided to explain why a measure has not been installed or a post-inspection cannot be completed after a reasonable effort has been made.
- 4) Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD weatherization guidelines. At a minimum, the post-inspection shall:
  - a) Review the Dwelling Assessment and Weatherization Building Assessment and Job Checklist (CSD 540) to ensure that all feasible weatherization measures identified during the assessment were installed.
  - b) In the event weatherization crews identified and performed additional weatherization measure installations not disclosed during the dwelling assessment, then the Inspector shall ensure that these measures conform to CSD weatherization guidelines and are notated on the Weatherization Building Assessment and Job Checklist.
  - c) Verify that all measures were completely installed in accordance with said terms and conditions of this Agreement. In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Agreement and/or any health and safety hazards.

- d) Verification that the unit received blower door, and duct leakage testing, as applicable;
  - e) Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and
  - f) Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether preexisting or resulting from the performance of weatherization services, have been successfully remedied.
- 5) Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Section 11, TRAINING REQUIREMENTS.
  - 6) Contractor's shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this agreement. Exemptions to this requirement may be granted for agencies where it is economically challenging and/or operationally impractical to achieve the desired job separation between weatherization field staff. In order to receive an exemption, Contractor must submit a written request to CSD for review and approval. Contractor may have the same staff perform unit dwelling assessment and post-inspection activities.
  - 7) The Quality Assurance Inspector shall certify the performance of Post Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

C. Third-Party Inspections

- 1) The State reserves the right to use a third-party inspector to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.
- 2) Unless Contractor assumes the task of arranging inspection visits with the selected weatherization clients, Contractor shall provide the use of a telephone to the inspector.
- 3) Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspections visits.



- 4) Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by the State or its designee within 20 working days of written notification.
- 5) Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation. The immediate hazard shall be eliminated within 24 hours, and hazardous conditions shall be completely resolved within five (5) working days of written notification. The time period may be extended for circumstances beyond the Contractor's control; however, the time extension must be approved in writing by CSD prior to the expiration of the five working days.

D. Noncompliance

- 1) Contractor shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous Condition within five working days or within the modified completion date for units receiving a time period extension. The reimbursement sanction will immediately apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question.
- 2) If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.
- 3) If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the noninstalled measure or quantity will be withheld from subsequent reimbursements.

- 4) Contractors will be subject to Special Conditions if it is determined that one or more of the following conditions exist:
  - a. Contractor has a history of unsatisfactory performance.
  - b. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
  - c. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).
  - d. Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

#### 11. TRAINING REQUIREMENTS

- A. All training, as indicated by employee classification in ATTACHMENT I to this Exhibit shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. 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 EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where noted below.
- B. Training Provisions for New Staff of Contractor and Subcontractors with Prior Experience Providing Weatherization services under a CSD Program:
  - 1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization services 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 SECTION 11.D. of this Exhibit.
  - 2) Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Energy Auditor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, conduct an audit on, weatherize, or inspect a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

- 3) Within 90 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.
  - a. Subsequent to successful completion of the Duct Leakage/Blower Door Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
  - b. Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required 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.
  - a. Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.
  - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

- 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. Certificates of Completion shall be issued following completion of the second phase (“field portion”) of the training.
  - a. Subsequent to successful completion of Field Assessment Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.
  - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
  - a. Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.
  - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 8) 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.

- 9) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

C. Training Provisions for Existing Staff of Contractor and Subcontractors with Prior CSD Experience Providing Weatherization Services under a CSD Program:

- 1) For the purposes of this section, subcontractors must have prior experience providing weatherization services pursuant to a CSD program. Subcontractors who do not have prior weatherization services experience pursuant to a CSD program must follow the training provisions in Section 11.D. of this Exhibit.
- 2) Existing weatherization employees of Contractor and subcontractors shall receive the Worksite Safety, Environmental Hazards Awareness, and Lead-Safe Weatherization 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. Employees 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 “test out” or receive the required CSD-approved trainings. Employees not completing the required diagnostic testing training or successfully “testing out” of the training shall no longer be able to perform the diagnostic tests.
  - a. Basic Weatherization – November 2003
  - b. Duct Blaster – April 2006
  - c. Blower Door – April 2006
- 4) Within 120 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors who perform the combustion appliance safety test and that have (1) completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006, or (2) who have no training dates recorded shall receive Combustion Appliance Safety Training.

- a. Employees who received Combustion Appliance Safety Training prior to April 2006 through a CSD-approved training center may continue to perform the diagnostic testing; however, Contractor shall provide documentation verifying the past completion of the required training. Employees shall receive the training in order to continue performing the combustion appliance safety test after the required 120-day time period has lapsed or pass an online CAS test. Employees who have not completed the required CAS training or successfully “testing out” of the training shall no longer be able to perform diagnostic tests.
  - b. Employees who have never received the Combustion Appliance Safety Training through a CSD-approved training center shall not perform the combustion appliance safety test until the required training is received.
- 5) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform Assessments, Energy Audits, and/or Field Supervision shall receive Assessment Training.
  - 6) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance Training.
- 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 ATTACHMENT I to this Exhibit, prior to commencing unit production work.
  - E. Training Provisions for Staff of Subcontractors Who Provide Specialty Services

All field employees of subcontractors who perform the of HVAC work for a Contractor are strongly encouraged 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.

- F. For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform 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-1978 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. EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

- H. Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:
  - 1) Current CSD Weatherization Installation Standards;
  - 2) CSD Low-Income Weatherization Assistance Program Policies;
  - 3) Other applicable policies and procedures; and
  - 4) Official State and Federal Program Notices.
- I. OSHA-10 is required for all crews, and OSHA-30 is required for all agency supervisors who are regularly on-site and monitor for field safety.

## 12. CONTRACTOR LICENSING

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement shall comply with the following licensing requirements:

- A. Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors' State License Board (CSLB) in the name of the agency/qualifying individual;
- B. Fulfill the requirements of, and receive certification pursuant to the Toxic Substances Control Act (TSCA), Section 402;

- C. Notify CSD when any changes in licensing occur; and
- D. Possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers.

13. SPECIAL LICENSING - WEATHERIZATION

Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top 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 will always require a C-10 license.

14. EPA CERTIFICATIONS

- A. All Contractors shall be certified as an EPA Certified Firm in accordance with EPA's Regulation on Residential Property Renovations requirements (40 CFR 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are exempt from being certified as a firm.
- B. Contractors shall have at least one certified renovator on staff who is trained by EPA-approved training providers. Contractors who subcontract all of their weatherization and ECIP EHCS services shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.
- C. Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.
- D. Any Contractor or subcontractor (basic and specialty, if applicable) without an EPA Certified Firm certificate on file with CSD will not be allowed to work in the Renovator capacity on pre-1978 buildings.
- E. Any EPA Certified Renovator for a Contractor and subcontractor (basic and specialty, if applicable) without certifications on file with CSD will not be allowed to work in the capacity of a Renovator on pre-1978 buildings.

15. LEVERAGING ACTIVITIES

- A. Contractor is strongly encouraged to provide weatherization services to ECIP EHCS-serviced dwellings using LIHEAP, DOE, and/or utility-funded weatherization services.
- B. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in any order practical to the application of weatherization measures. Client files shall be documented accordingly.



- C. Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the LIHEAP Weatherization and/or the ECIP EHCS program is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall at a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.
- D. CSD ensures that this information will be utilized for the sole purpose of verifying the delivery of services. CSD also reserves the right to use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable standards and practices. Contractor shall ensure that duplicate billings for the same product or service do not occur.

16. RECORD-KEEPING RESPONSIBILITIES

- A. Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, and appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.
- B. Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Agreement.

C. All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant certified as eligible to receive assistance. Said files shall include at least the following documentation, if applicable:

- 1) For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600) and supporting documents;
- 2) Energy Intake Form (CSD 43) or Contractor's equivalent. Priority points must be written in the designated space on the Intake Form;
- 3) Utility/energy bill(s) for all sources of energy used by qualified households;
- 4) Source documentation supporting eligibility; and

- 5) Client Education Confirmation of Receipt (CSD 321) or Contractor equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements.

D. Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, if applicable:

- 1) A source document that substantiates the ECIP Fast Track supplemental payment that shall include the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with Section 7.C.3) ECIP Fast Track Benefit Determination in this Exhibit; and
- 2) A source document substantiating the portion of rent that is allocated toward energy costs (HEAP and ECIP: Utilities included in rent and WPO only).

E. Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

- 1) CSD Dwelling Assessment Form (CSD 540) or Contractor's equivalent;
- 2) Combustion Appliance Safety Inspection Form (CASIF) (CSD 700 or CSD 702);
- 3) Blower Door Data Sheet (CSD 704);
- 4) Duct Test Data Sheet (CSD 706);
- 5) CSD Weatherization Deferral Form (CSD 542) and other source documentation supporting deferrals and appeals;
- 6) Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent;
- 7) ECIP EHCS Assessment Form (CSD 57);
- 8) Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent;
- 9) Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent;

- 10) Service Agreement for Unoccupied Multi-Unit Dwelling, (CSD 515d) or Contractor's equivalent;
- 11) Contractor Post Weatherization Inspection Report (CSD 611);
- 12) Weatherization Inspection Report (WIR) (CSD 581);
- 13) Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent;
- 14) Required building permits or building permit applications, or documentation of permit cost; and evidence of final permit inspection;
- 15) Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;
- 16) Waivers from CSD to exceed maximum costs of weatherization measures;
- 17) Source documentation that substantiates all actual labor hours and all costs for labor and materials;
- 18) Source documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;
- 19) Source documentation that substantiates the criteria and basis for replacement of all gas and electric appliances including results of all required diagnostic tests results and the nonfeasibility of all mandatory measures not performed or installed;
- 20) Source documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;
- 21) Source documentation and records substantiating mileage claims by individual weatherized SFD and MUD Unit;
- 22) Source documentation substantiating the referral to CSD or non-CSD weatherization programs for units receiving ECIP EHCS services;
- 23) Source documentation of HERS inspection;
- 24) Source documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;
- 25) All HPO review documentation, including the printed Project Description sheet (PDS) and HPO site e-mails;

- 26) Photographic documentation as required by WIS; and
- 27) Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and maintenance of electronic audit file.

F. Client Files – Severe Weather Energy Assistance and Transportation Services (SWEATS) Specific

- 1) Contractor shall maintain the following documents for each applicant receiving services under SWEATS, if applicable:
  - a. Severe Weather Energy Assistance and Transportation Services Intake Form (CSD 51) or Energy Intake Form (CSD 43) or Contractor's equivalent to CSD 43;
  - b. Temporary Emergency Portable Appliance Loan Agreement and Waiver (CSD 52); and
  - c. Source documentation and records substantiating mileage claims for units receiving services under SWEATS.
- 2) Contractor shall maintain the following documents for each applicant receiving Utility Assistance services under SWEATS:
  - a. Severe Weather Energy Assistance and Transportation Services Intake Form (CSD 51) or Energy Intake Form (CSD 43) or Contractor's equivalent to CSD 43;
  - b. Documentation of utility charges at the time of intake; and
  - c. Source documentation that substantiates the household's economic hardship as a direct result of the disaster.

G. Weatherization and ECIP EHCS Specific

- 1) Labor and Materials
  - a. Contractor shall maintain source documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.
  - b. Contractor shall document all costs expended under this Agreement with purchase orders, inventory records, and payroll records identifying the funding source.

- c. Contractor shall maintain source documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD Weatherization Installation Standards and/or state, county, or local regulations.

2) Training Database

Contractors and their subcontractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee training data in the CSD Training Database. The Training Database is located and maintained on the CSD Provider's website and is a repository for Contractors and their subcontractors to track and monitor their employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee, and shall include for each training session/course the source/location, type/content, and completion date. Contractors and Subcontractors shall update Training Database employee information on or before the 1st day of each subsequent month.

3) Equipment

- a. 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.
- b. 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.
- c. Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

## H. Automation

- 1) Contractor shall use an automated application system, such as EPD System or equivalent software, capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's detailed data record layout found at <https://providers.csd.ca.gov>. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 16 of this Exhibit.
- 2) Contractor shall also be responsible for monitoring the CLASS online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing the State with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CLASS to reissue benefit(s).
- 3) Utilizing reporting options available within the CLASS On-Line System, Contractor shall be responsible for generating HEAP and ECIP (FastTrack) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

## 17. ATTACHMENTS TO THE CONTRACT

The following documents are hereby attached to this Exhibit.

- A. ATTACHMENT I Training Requirements Matrix

## **DEFINITIONS**

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 8621 and Government Code § 16367.5) and regulation (see 45 C.F.R. Part 96 and 22 C.C.R. § 100800), 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, office and computer 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. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Agreement: The complete contents of this contract entered into by and between CSD 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 CSD. In the case of Contractor, CSD 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 that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the agency commits to provide services. The certification date should not be before the intake date.

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.

CLASS: California LIHEAP Automated Services System.

CLASS Database Transfer: A method used by “precertified” Contractors to electronically transmit data from a local database to the CLASS System.

CLASS On-Line Entry: A method that allows Contractors to directly input client information into the California LIHEAP Automated Services System.

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, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and 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 Contractor and other available programs AFTER eligibility has been established.



Consideration: The portion of LIHEAP funding to carry out the provision of LIHEAP services and activities reflected in the fiscal consideration of this Agreement, to include: Weatherization, ECIP Services (excluding ECIP Fast Track), WPO, Outreach, and Assurance 16.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Agreement.

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

Created On Date: The date the application/record is transferred into CORE. This date is automatically generated by CORE when a record is uploaded.

Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

- a. Cold or hot weather related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or
- b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

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.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

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

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

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured 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 subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

Emergency: The term “emergency” under this Agreement shall meet the federal definition at 42 U.S.C. § 8622(1) and shall be defined as being any one or more of the following conditions:

- a. A natural disaster (whether or not officially declared);
- b. A significant home energy supply shortage or disruption;
- c. An official declaration of a significant increase in:
  - i. Home energy costs;
  - ii. Home energy disconnection;
  - iii. Enrollment in public benefit programs; or
  - iv. Unemployment and layoffs;

- d. An official emergency declaration by the Secretary of Health and Human Services.

In those situations where there is not an official federal, state, or local declaration of emergency, i.e., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

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 LIHEAP annual funding, based on the Final Allocation for the LIHEAP 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 LIHEAP 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 Income: The difference between “Total Actual LIHEAP Revenue” less “Total Actual LIHEAP Costs.” If the amount in “Total Actual LIHEAP Revenues” is less than the amount in “Total Actual LIHEAP 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, as calculated pursuant to Title 22, California Code of Regulations, § 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, 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: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. General Heat Waste Measures include: air conditioning and furnace filter replacements, shade screens, shutters, hot water flow restrictors and low-flow showerheads, water heater blankets, and 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 hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, 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.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, lead-safe weatherization and kitchen cooking appliance repair and replacements.

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 2008 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. These measures include caulking, cover plate gaskets, door repairs and replacements, minor envelope repair, and evaporative cooler or air conditioning vent covers.

Intake Date: The date the agency receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Consideration and Nonconsideration program activity under this Agreement.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

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.

Limited Home Repair (LHR): Those repairs that have a direct association with weatherization measures being installed, and are necessary for the effective performance or preservation of weatherization materials. LHR shall include:

- a. Kitchen cabinet repairs and retrofits that are associated with the replacement of a range, cook top, or pre-existing microwave oven. No other cabinet repair or retrofit shall be allowed without a program waiver.
- b. Repairs necessary to restore building integrity, and limited to the following repairs:
  - i. Floor/platform repair for water heaters;
  - ii. Cover plate replacement;
  - iii. Minor roof repairs and materials;
  - iv. Mobile home skirting repairs to prevent animal infiltration.
  - v. Limited rehabilitation to replace deteriorated wooden window or door frames, to make possible the proper installation of a replacement door or window.
- c. Extension of exhaust fan vents to the outdoors (except kitchen exhausts).
- d. Extension of dryer venting to the outdoors.

- e. Note: Costs to obtain knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection (breakers or S-type fuses) shall be billed to “Other Program Costs (Permits)”.

LHR shall NOT include:

- a. Any other measure or associated incidental repair that has a chargeable line item, including Minor Envelope Repair items.
- b. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

Major Vehicle and Field Equipment: Includes the purchases of vehicle and field equipment over \$5,000 per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment.

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 Weatherization Installation Standards and CFR Title 10 Part 440 Appendix A – Standards for Weatherization Materials. 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.

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs. Under this Agreement, maximum average reimbursement for weatherized dwellings is \$3,044. The formula for determining the maximum average reimbursement is:

Program Costs – (Training & Technical Assistance + Liability Insurance + Vehicles & Equipment Purchases Over \$5,000) + Vehicles & Equipment Amortization = Maximum Average Reimbursement

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 that have a direct association with weatherization measures being installed, and are necessary for the: 1) effective performance or preservation of weatherization materials, or 2) to stop infiltration and general heat waste. Minor Envelope Repairs shall be limited to the following:

- a. Identified infiltration repairs, including the patching of holes in the building envelope (ceiling, floor, or walls) to the exterior that are too big to caulk;
- b. Sealing of thermal bypasses when no insulation will be installed;
- c. Replacement of missing attic/crawl space access covers; and
- d. Fireplace chimney damper repair or installation, or installation of glass fireplace doors when a damper is not feasible.

Minor Envelope Repairs shall NOT include:

- a. Any other measure or associated incidental repair that has a chargeable line item, including Limited Home Repair (LHR) items.
- b. Kitchen cabinet repairs and retrofits;
- c. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double- or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

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

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building or complex, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and blower door diagnostics, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Multiple-Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed unit price per measure and which provide for the installation of multiple quantities of the measure in a single weatherized dwelling.

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 CSD 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.

Non-assisted Clients: The number of clients who returned an application to the agency for LIHEAP services (Weatherization, ECIP EHCS, ECIP WPO, HEAP WPO, ECIP Fast Track and HEAP) that were denied services, and the number of applications distributed by an agency. This does not include applications taken from the agency's partners, websites (CSD, local agency or agency's partner's website) if they cannot be quantified.

Nonconsideration: The portion of LIHEAP funding to provide utility assistance energy assistance services under ECIP Fast Track and HEAP. Funding for these programs is not included within the fiscal consideration of this Agreement, i.e., Maximum Amount. These funds are made available for Contractor use to provide energy assistance to eligible clients within the Contractor's designated services area. CSD retains responsibility for issuing and delivering energy assistance benefits to clients deemed eligible by Contractor.

Nonprofit charitable organization: Is defined by the U.S. Tax Code as a 501(c) (3). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit 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 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.



Pre-certified Contractor: LIHEAP contractors who are approved to use the database transfer method to electronically transmit data from their local database to the CLASS System for the term of this Agreement. To become precertified, contractors must: (1) submit to CSD by November 15 a letter stating their intent to use the database transfer method; and (2) pass CSD's certification test by December 15.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 §§ USC 8621 et seq., as amended.

Reweathering: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

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.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

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.

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.

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.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

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: Costs associated with the training of personnel or subcontractors as specified in Exhibit F of this Agreement. Training may also include internal Contractor training, and attendance at weatherization-related training to include EPD system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

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.