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**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 ration (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 CSDE Measure Installation Policies and Procedures incorporated by reference to this Agreement and available on the CSD Providers' website at <http://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.

H. If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

**8.3 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,

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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. In accordance with federal and state law, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring 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 the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.
3. Federal and state law permit the allowability and allowability 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" as specified in federal law and this Agreement.

**C. ECIP Fast Track and WPO**

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1. ECIP Fast Track and WPO Services shall be provided in accordance with the AGENCY LOCAL PLAN, WEATHERIZATION AND ECIP-EHCS in Subpart 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 verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.
  - 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 Subpart F, 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. For purposes of the present paragraph C, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).
  - f. In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:
    - i. Proof of utility shutoff notice;



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- 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 for energy charges, reconnection fees, and other assessed utility fees/surcharges in order 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 for benefits paid 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 LOCAL PLAN WEATHERIZATION AND ECIP-EHCS in

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Subpart 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, 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 and 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).

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5. ECIP WPO Payment Guidelines Specific
  - a. Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved 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 will 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. Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal agreement, approved by CSD, between Contractor and vendor provides for other terms.

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 Article 8.2.

2. Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Article 8.2.

3. Dwelling Assessments

- a. Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Article 8.2.

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- 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 submits 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.

**8.4 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

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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>.

- B. 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.
- C. 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
- D. For Applicant Eligibility, Service Provisions, Reimbursements, Reporting, and Record-keeping requirements, refer to the SWEATS Policy.

**8.5 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 CSD Dwelling Assessment Form (CSD 540) or approved 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

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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 (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,

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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.

- 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 Article 9.1., TRAINING REQUIREMENTS.
  - 6. Contractor 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 may use a third-party inspector to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.

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2. Unless Contractor assumes the task of arranging third-party 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 day period.

**D. Noncompliance**

1. Contractor shall be subject to the withholding of any or all reimbursements 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 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 so long as the hazardous condition remains unresolved.
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



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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. Contractor will be subject to Special Conditions, in accordance with Article 10.4, 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.

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**ARTICLE 9 – TRAINING, LICENSING AND CERTIFICATIONS**

**9.1 TRAINING REQUIREMENTS**

- A. All training, as indicated by employee classification in the Training Matrix located in Subpart H 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 otherwise 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 Article 9.1 subsection D.
  
  - 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

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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



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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. 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 the Training Matrix located in Subpart H, prior to commencing unit production work.

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**D. 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.

**E. 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.**

**F. 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.

**G. 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.

**H. 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.**

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**9.2 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.

**9.3 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.

**9.4 Environmental Protection Agency (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 that 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.

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- 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.

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**SUBPART D – COMPLIANCE REQUIREMENTS**

**ARTICLE 10 – COMPLIANCE POLICIES AND PROCEDURES**

**10.1 Right to Monitor, Audit, and Investigate**

- A. Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site visits, audits, and any other appropriate means CSD deems necessary.
- B. Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Agreement are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.
- C. Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
- D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

**10.2 Auditing Standards and Reports**

- A. Auditing Standards
  - 1. *Applicability of new OMB “Supercircular” audit provisions.* The standards set forth in this Article (8.3 – Auditing Standards and Reports) reflect the updated audit requirements as set forth in 2 CFR §200.500 *et seq.* These requirements shall apply to audits of agencies with fiscal years beginning on or after December 26, 2014. Agencies with fiscal years beginning prior to this date may continue to follow the requirements set forth in OMB A-133.

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2. *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Agreement by reference and attached herein under Part II, Subpart H. The Supplemental Audit Guide may be accessed at <http://providers.csd.ca.gov>.

**B. Audit Reports**

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in “Government Auditing Standards, December 2011 Revision, as amended.”
2. *Organizations below below audit threshold A-133 audit threshold.* Contractors falling below the federal funding threshold that mandates a single agency-wide audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon thirty (30) days written notice.
3. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

- C. *Submission of Audit Reports.*** Contractor shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within nine (9) months of the end of the Contractor's fiscal year.

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

Electronic copy:  
[audits@csd.ca.gov](mailto:audits@csd.ca.gov).

Printed copy:



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Department of Community Services and Development  
Attention: Audit Services Unit  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

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

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

- E. In the event that an agency fails to comply with the audit requirements under this section, CSD may impose sanctions as provided in 2 CFR §200.338 - *Remedies for noncompliance*, which may include:
1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency or pass-through entity;
  2. Disallowing all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspending or terminating the federal awards;
  4. Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180 and Federal awarding agency regulations) be initiated by the Federal awarding agency;
  5. Withholding further federal awards for the project or program; and/or
  6. Taking other remedies that may be legally available.

**10.3 Compliance Monitoring**

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor must substantiate that all costs claimed pursuant to this Agreement are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

**Article 10 – Compliance Policies and Procedures**



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- B. As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget (OMB).
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State LIHEAP program and OMB Circular.
- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor’s program or fiscal performance.
- E. In accordance with OMB requirements for access to records pertinent to administration of this Agreement (45 CFR §§ 74.48(d), 92.36(i)(10)), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this paragraph. In order to realize the objectives of this subparagraph and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:
  - 1. Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively “Associated Programs.”
  - 2. With respect to such list of clients, jobs, or properties, provide CSD and/or the investigative entities or persons referenced in Article 10.1., subsection B., access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Agreement, or applicable federal and/or State LIHEAP program guidelines.

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3. For purposes of this paragraph E:
  - a. “Duplicate billing” is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.
  - b. To the extent necessary to realize the objectives of this article, the term “Contractor” includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.
4. It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.
5. In the event Contractor is unable to comply with the provisions of subparagraphs 1. or 2. because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written agreement between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:
  - a. Contractor has not submitted duplicate billings to both LIHEAP and Associated Program.
  - b. Contractor has not otherwise engaged in similar actions in violation of federal or state law.
- F. In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

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**10.4 Enforcement Process - Noncompliance with Requirement of this Agreement**

**A. General**

The authority for CSD Enforcement Actions, as defined in paragraph B, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively “Enforcement Process”) is found in the federal Office of Management and Budget (OMB) Circulars, and in state regulations, with particular reference to 22 CCR 100875. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities. Accordingly, the parties hereto agree as follows:

**B. Enforcement Action, “High Risk” – Determination and Notice**

1. If CSD determines that Contractor is not financially stable and that Contractor’s financial condition is so tenuous that its ability to implement this Agreement is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor’s noncompliance constitutes a material breach of the Agreement, CSD may initiate an Enforcement Action. For purposes of this article, “Enforcement Action” means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor’s service provider status.
2. To initiate an Enforcement Action, CSD must provide Contractor with written notice of “high risk” designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the “high risk” designation is based; 2) the corrective action(s) required; and 3) the date by which they must be taken and completed.
3. For purposes of this article, “material breach” means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:
  - a. constitutes fraud or gross negligence by Contractor or its agent(s);
  - b. is likely to result in significant waste and/or abuse of federal funds;

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- c. has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;
- d. violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
- e. may have serious adverse effects and consequences on the Contractor’s customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR
- f. may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

**C. Special Conditions and Sanctions**

- 1. “High risk” designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor’s performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in paragraph B, above.
- 2. Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
  - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
  - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
  - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
- 3. Special Conditions may include, but are not limited to:
  - a. obtaining training and/or technical assistance;
  - b. the imposition of special or additional reporting requirements;



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- c. special or conditional cost reimbursement requirements and procedures;
  - d. the provision of documentation by Contractor; and/or
  - e. the requirement to amend or modify systems, procedures, and/or policies;
4. Sanctions may include, but are not limited to:
- a. the suspension of advances and/or reimbursements; and/ or
  - b. the issuance of stop work orders.
5. Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines on the basis of credible information that:
- a. substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, or
  - b. the associated costs are otherwise very likely to be disallowed; and
  - c. if Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.
6. Review of Special Conditions and/or Sanctions.
- a. if Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five working days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced;
  - b. CSD shall have five working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
  - c. Contractor may, within five days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the

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process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

- d. Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR 100875.
- e. Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.
- f. Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 5.c. applies.

**D. Cost Disallowance**

- 1. If Contractor's non-compliance with the terms of this Agreement results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.
- 2. The Statement of Questioned Costs shall include:
  - a. a description of the costs questioned and the specified amount by type or category of costs;
  - b. the reason the costs are questioned and the information and/ or documentation required to justify payment of the costs; and
  - c. the timeframe and procedures for Contractor's submission of the required information or documentation to CSD.
- 3. If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit

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conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subparagraph, CSD may either impose sanctions, as provided in subparagraph C. 4. or, if feasible, issue a Notice of Disallowed Costs.

4. After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:
  - a. the amount of disallowed costs to be repaid, if any; and
  - b. the date by which repayment must be made or, in the alternative,
  - c. the date by which Contractor must submit a proposed repayment plan for consideration by CSD.
5. Before the expiry of 5 working days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subparagraph C. 6. d. of this section, in a combined proceeding.
6. If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subparagraph 5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Paragraph D.
7. Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:
  - a. federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;
  - b. the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

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- c. the risk of being unable to recover funding and the options for securing Contractor’s repayment obligation; and
  - d. Contractor’s financial condition and ability to pay.
- E. Contractor shall remain on “high risk” until CSD reasonably determines that Contractor has complied with the requirements of the Notice of “High Risk” Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor’s repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan.
- F. In the event Contractor’s non-compliance with the terms and conditions of this Agreement are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove “high risk” designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR 100875 and other applicable State and federal statutes and regulations.
- G. Lien rights
- The State retains lien rights on all funds advanced.

**10.5 Expenditure and Production Performance Requirements**

- A. Service Delivery and Expenditure of Funds
  - 1. Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds within the contract term.
  - 2. A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor’s control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for “high risk” designation and the applicable remedies as provided in Article 10.4 , “Enforcement Process –



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Noncompliance with the Requirements of this Agreement.” Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor’s grant allocation and the redistribution of unexpended funds to other performing service providers.

**B. Expenditure Plan and Reporting Requirements**

1. Contractor shall submit with the executed copy of this agreement an expenditure plan, utilizing CSD 622 “Performance and Expenditure Benchmark” (PEB), located in Subpart H
  - a. CSD will monitor Contractor’s expenditures to evaluate compliance with Contractor’s PEB for each program category, including capped budget items.
  - b. In the event Contractor’s PEB does not provide that at least 60% of the allocation will be expended by September 30, 2015, exclusive of capped budget items, Contractor must append a narrative explanation of how and in what manner full expenditure will nevertheless be accomplished before the expiry of the contract term.
2. If CSD notifies Contractor that it has substantially failed to meet its quarterly expenditure benchmark by program category, Contractor shall, within 10 days of receipt of such notice, submit a narrative explanation, indicating how program activities will be adjusted to account for such deficiency so that Contractor is able to attain scheduled expenditure goals as of the next benchmark date.
3. If contractor fails to submit timely expenditure reports, thus preventing CSD from evaluating Contractor’s compliance with its PEB, CSD may determine that Contractor has not met its expenditure goals and is out of compliance with this Agreement.

**C. Consequences of Failure to Implement PEB**

1. If Contractor fails to comply with the provisions of paragraph B., or if CSD reasonably determines that Contractor is unable to meet the expenditure goals in Contractor’s PEB, resulting in substantial noncompliance with this Agreement, CSD may notify Contractor in writing of its intention to place Contractor on “high risk” status in accordance with Article 10.4, “Enforcement Process – Noncompliance with the Requirements of this Agreement.” “High risk” status may result

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in the imposition of special conditions, to include additional reporting requirements.

2. If Contractor is placed on “high risk” status, CSD may also enter into negotiations with Contractor to redistribute Contractor’s remaining fund allocation, in whole or in part, under a mutually agreed upon arrangement, to include the handling of capped budget items.
3. Absent the redistribution of Contractor’s allocation, in whole or in part, pursuant to negotiations undertaken during the contract term, if Contractor fails to expend at least 90% of its grant allocation, to include Direct Services and Utility Assistance allocations, by the end of the contract term, then CSD may give Contractor notice of its intent to reduce Contractor’s grant allocation in the following contract year for redistribution to performing service providers in an amount equal to the proportionate amount Contractor underspent its allocation under the present Agreement.
4. In recognition of the fact that service providers sometimes face adverse circumstances, making satisfactory expenditure of the grant allocation problematical, CSD will consider Contractor’s cooperation in the reallocation of funds during the contract term, together with Contractor’s demonstrated ability to resume effective contract implementation, to be indicators that Contractor’s funding should be restored, in whole or in part, in the next contract year.
5. Funding redistribution and/ or reallocation is deemed preferable to contract extension, unless CSD reasonably determines that:
  - a. Contractor has made a good faith effort to implement the contract;
  - b. the failure to expend at least 90% of the grant allocation to include Direct Services and Utility Assistance allocations is due to circumstances largely beyond Contractor’s control;
  - c. Contractor will be able to expend the current funding in addition to any future contract allocations during the extension period; and
  - d. Contract extension is in the best interest of the low-income community in Contractor’s service area.

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**SUBPART E – CERTIFICATIONS AND ASSURANCES**

**ARTICLE 11 – FEDERAL AND STATE POLICY PROVISIONS**

**11.1 Certifications**

- A. Contractor’s signature affixed to Part I of this Agreement shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:
1. Drug-Free Workplace Requirements, Contract Certification Clauses 307 (CCC-307)
  2. National Labor Relations Board Certification (CCC-307)
  3. Expatriate Corporations (CCC-307)
  4. Domestic Partners (CCC-307)
  5. Labor Code/Worker’s Compensation (CCC-307)
  6. Americans with Disabilities Act (CCC-307)
  7. Contractor Name Change (CCC-307)
  8. Resolution (CCC-307)
  9. Air or Water Pollution Violation (CCC-307)
  10. Information Integrity and Security (Department of Finance, Budget Letter 04-35)
  11. Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).
- B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit the CSD Providers’ website at <https://providers.csd.ca.gov>.

**11.2 Provisions for Federally Funded Grants**

Article 11 – Federal and State Policy Provisions



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

B. Eligibility to Receive Federally Funded Public Benefits

Pursuant to the 42 USC 1305 (Public Law 104–193, 110 Stat. 2168, Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

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

D. Federal Funding Accounting Accountability and Transparency Act Reporting Requirement (FFATA)

Pursuant to the Federal Funding Accountability and Transparency Act reporting requirements (2 CFR 170) CSD is required to report information regarding Contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279, located in Subpart H, and return with the contract Part I to ensure compliance.

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

**11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters**

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

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- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B above of this certification; and
- D. Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to Part I of the Contract. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.
- F. As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

**11.4 Affirmative Action Compliance**

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.

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- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

**11.5 Nondiscrimination Compliance**

- A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- B. Contractor hereby certifies compliance with the following:
  - 1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
  - 2. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
  - 3. Rehabilitation Act of 1973, as amended.
  - 4. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
  - 5. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
  - 6. Public Law 101-336, Americans with Disabilities Act of 1990.

**11.6 Contractor Fair Hearing - Civil Rights Act Violation**

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

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**11.7 Specific Assurances**

**A. Pro-Children Act of 1994**

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

**B. American-Made Equipment/Products**

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

**C. Federal and State Occupational Safety and Health Statutes**

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

**D. Political Activities**

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

**E. Lobbying Activities**

1. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
2. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING

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LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, Subpart H,  
as required by the U.S. Department of Health and Human Services under  
45 CFR Part 93.



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**SUBPART F – STATE CONTRACTING REQUIREMENTS GTC 610**

**ARTICLE 12 – GENERAL TERMS AND CONDITIONS GTC 610**

- 12.1 **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 12.2 **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 12.3 **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 12.4 **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 12.5 **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 12.6 **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 12.7 **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the

**Article 12 – General Terms and Conditions GTC 610**

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State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 12.8 **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 12.9 **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 12.10 **NONDISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 12.11 **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12.12 **TIMELINESS**: Time is of the essence in this Agreement.
- 12.13 **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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- 12.14 **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 12.15 **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
    1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.



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

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

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

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

12.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A

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person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841.)

- 12.20 **LOSS LEADER**: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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**SUBPART G – 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

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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.

**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.

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

**CORE:** Combined Output Reporting Engine (CORE) System: Software used by CSD's local service providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

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

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**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.

**Direct Services Funding:** The portion of LIHEAP funding used to provide LIHEAP services and activities for which Contractor is entitled to reimbursement, to

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include: Weatherization, ECIP Services (excluding ECIP Fast Track), WPO, Outreach, and Assurance 16.

**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;

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- 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.

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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

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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;

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- ii. Cover plate replacement;
  - iii. Minor roof repairs and materials;
  - iv. Mobile home skirting repairs to prevent animal infiltration.
  - v. Minor exterior appliance access
  - vi. 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. Attic Access Enlargement (in conjunction with insulation installation)
  - f. 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 “Mandatory Assessments and Diagnostics - 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.

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**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;

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- 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.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

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.

Nonassisted 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

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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.

**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.

SUBPART G - Definitions



**STANDARD AGREEMENT  
PARTS I&II – ENTIRE CONTRACT**

**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.

**Utility Assistance Funding:** The portion of LIHEAP funding used to provide utility assistance energy assistance services under ECIP Fast Track and HEAP. . These funds are administered by Contractor, but paid to eligible clients – or to utility companies on the client’s behalf – by CSD from Contractor’s allocated amount of funding.

**SUBPART G - Definitions**

**STANDARD AGREEMENT  
PARTS I&II – ENTIRE CONTRACT**

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 Article 9.1 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.

**STANDARD AGREEMENT  
PARTS I&II – ENTIRE CONTRACT**

**SUBPART H – TABLE OF FORMS**

The following forms and documents are available on the CSD Providers' website at <http://providers.csd.ca.gov/Energy/Contracts.aspx>.

**H.1. Forms to be returned with signed contract:**

- A. 2015 LIHEAP EHA-16 PROGRAM BUDGET (CSD 537E) and Instructions formerly Attachment II of Exhibit B; and
- B. 2015 LIHEAP Performance and Expenditure Benchmark (CSD 622) and instructions formerly Attachment II of Exhibit D; and
- C. 2015 LIHEAP WEATHERIZATION BUDGET (CSD 557D) and instructions formerly Attachment I of Exhibit B; and
- D. CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES; and
- E. Executive Director and Board Roster (CSD 188) formerly Attachment I of Exhibit D; and
- F. Federal Funding Accountability and Transparency Act Report (CSD 279)

**H.2 The following documents are hereby incorporated by this reference.**

- A. 2015 LIHEAP NUMBERS, CONTRACTORS, AND SERVICE TERRITORIES
- B. REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES; and
- B. Training Requirements Matrix formerly Attachment I of Exhibit F.
- C. Supplemental Audit Guide

\\COBRA\Shared\Contracts\Low Income Home Energy Assistance Program\2015 LIHEAP\Final 2015 LIHEAP Contract Part I And II.Docx

**SUBPART H – Table of Forms**

**2015 LIHEAP EHA-16 AND UTILITY ASSISTANCE BUDGET**

Contractor: El Dorado County Health and Human Service Agency		Contract Number: 15B- 3008	Telephone Number: 530-642-4839
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Prepared By, Title: Jose Martinez, Accountant II	Date Prepared: 12/01/2014	E-mail Address: jose.martinez@edcgov.us	Fax Number: 530-621-2518
<b>TOTAL ADMINSTRATION, ASSURANCE 16, and ECIP/HEAP UTILITY ASSISTANCE ALLOCATIO</b>			\$ 1,568,101
<b>10 - ASSURANCE 16 BUDGET</b>			
1	Assurance 16 Activities		\$ 102,322
<b>20 - ADMINISTRATIVE BUDGET</b>			
1	Administrative Cost		\$ 110,544
2	Administrative Equipment (More Than \$5,000)		\$
	TOTAL Administrative Budget (Total of Section 20 Lines 1 - 2)		\$ 110,544
<b>30 - INTAKE BUDGET (ECIP AND HEAP)</b>			
1	Intake	<i>Not to Exceed</i> 108,419	\$ 108,419
<b>40 - OUTREACH BUDGET (ECIP AND HEAP)</b>			
1	Outreach	<i>Not to Exceed</i> 67,762	\$ 67,762
<b>50 - TRAINING AND TECHNICAL ASSISTANE BUDGET (ECIP AND HEAP)</b>			
1	Training and Technical Assistan	<i>Not to Exceed</i> 27,105	\$ 27,105
<b>60 - ECIP AND HEAP DIRECT PROGRAM SERVICES BUDGET</b>			
1	ECIP EHCS DIAGNOSTIC		\$ 1,500
2	ECIP EHCS Cooling Service Repair/Replacement		\$ 18,000
3	ECIP EHCS Heating Service Repair/Replacement		\$ 18,000
4	ECIP EHCS Water Heater Repair/Replacement		\$ 13,500
5	ECIP EHCS Other Program Costs		\$
	<b>ECIP EHCS SUBTOTAL (Section 60 Lines 1-5)</b>		\$ 51,000
6	ECIP Wood, Propane, and Oil (ECIP WPO)		\$
7	Severe Weather Energy Assistance and Transportation Services (SWEATS) <i>activated by CSD</i>		\$
8	SWEATS Drought 2014 (Total from Section 285 Line 1)		\$
9	HEAP Wood, Propane, and Oil (HEAP WPO)		\$ 524,102
10	Liability Insurance		\$ 2,000
11	Major Vehicle and Equipment (More than \$5,000)		\$
12	Minor Vehicle and Equipment (Less than \$5,000)		\$
13	Workers' Compensation		\$ 1,200
14	General Operating Expenditures		\$ 13,000
15	Automation Supplemental		\$ 5,000
	<b>TOTAL ECIP and HEAP Direct Progam Services Budget (Section 60 Lines 1-15)</b>		\$ 596,302
<b>70 - SUBTOTAL BUDGET (Total of Sections 10, 20, 30, 40, 50, and 60)</b>			\$ 1,012,454
<b>80 - ECIP AND HEAP UTILITY ASSISTANCE BUDGET</b>			
1	ECIP Fast Track and HEAP Gas & Electric (Utility Assistance)		\$ 555,647
<b>90 - GRAND TOTAL BUDGET (Total Sections 70 and 80)</b>			\$ 1,568,101



**2015 LIHEAP PERFORMANCE AND EXPENDITURE BENCHMARK**

<b>Local Service Provider Name:</b>		
El Dorado County Health And Human Services		15B-3008
<b>Prepared By: NAME AND TITLE (please print)</b>	<b>Phone Number:</b>	<b>E-mail Address:</b>
Star Walker, Program Coordinator	530-621-6255	star.walker@edcgov.us

**SECTION 1 - WEATHERIZATION**

<b>SECTION 1A - Total Weatherization Expenditure</b>						
	Total Weatherization Allocation	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Unit Production
	\$ 553,428.00	5%	25%	35%	35%	158.00
<b>TOTAL</b>	<b>\$553,428.00</b>	<b>5%</b>	<b>30%</b>	<b>65%</b>	<b>100%</b>	<b>158.00</b>

<b>SECTION 1B - Weatherization Direct Program Activities Expenditure by County</b>						
Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Households to be Served per County
Alpine County	\$7,689.00	0%	1%	1%	0%	2.00
El Dorado County	\$545,739.00	5%	25%	36%	35%	156.00
<b>TOTAL</b>	<b>\$553,428.00</b>	<b>5%</b>	<b>30%</b>	<b>65%</b>	<b>100%</b>	<b>158.00</b>

*\* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015 .*

**SECTION 2 - EHA-16**

<b>SECTION 2A - Total EHA-16 Expenditure</b>						
	Total EHA-16 Allocation	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Unit Production (EHCS and WPO)
	\$ 1,012,454.00	25%	25%	25%	25%	1335.00
<b>TOTAL</b>	<b>\$1,012,454.00</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>	<b>1335.00</b>

### SECTION 2B - Total EHCS Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Households to be Served per County
El Dorado	\$50,291.00	25%	25%	25%	25%	24.00
Alpine	\$709.00	0%	50%	50%	0%	1.00
<b>TOTAL</b>	<b>\$51,000.00</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>	<b>25.00</b>

\* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015.

### SECTION 2C - Total ECIP WPO Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Households to be Served per County
El Dorado	\$0.00					0.00
Alpine	\$0.00					0.00
<b>TOTAL</b>	<b>\$0.00</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>0.00</b>

\* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015.

### SECTION 2D - Total HEAP WPO Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/15 - 3/31/15)	Enter a Percentage % Quarter 2 (4/1/15 - 6/30/15)	Enter a Percentage % Quarter 3 (7/1/15-9/30/15)	Enter a Percentage % Quarter 4 (10/1/15 - 1/31/16)	Total Households to be Served per County
El Dorado	\$516,820.00	25%	25%	25%	25%	1292.00
Alpine	\$7,282.00	25%	25%	25%	25%	18.00
<b>TOTAL</b>	<b>\$524,102.00</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>	<b>1310.00</b>

\* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015.

# SECTION 3 - UTILITY ASSISTANCE (HEAP & FAST TRACK)

## SECTION 3A - Total HEAP Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 <small>(1/1/15 - 3/31/15)</small>	Enter a Percentage % Quarter 2 <small>(4/1/15 - 6/30/15)</small>	Enter a Percentage % Quarter 3 <small>(7/1/15-9/30/15)</small>	Enter a Percentage % Quarter 4 <small>(10/1/15 - 1/31/16)</small>	Total Households to be Served per County
El Dorado	\$516,820.00	25%	25%	25%	25%	1485.00
Alpine	\$7,282.00	25%	25%	25%	25%	33.00
<b>TOTAL</b>	<b>\$524,102.00</b>	<b>25%</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>	<b>1518.00</b>

*\* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015.*

## SECTION 3B - Total Fast Track Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 <small>(1/1/15 - 3/31/15)</small>	Enter a Percentage % Quarter 2 <small>(4/1/15 - 6/30/15)</small>	Enter a Percentage % Quarter 3 <small>(7/1/15-9/30/15)</small>	Enter a Percentage % Quarter 4 <small>(10/1/15 - 1/31/16)</small>	Total Households to be Served per County
El Dorado	\$31,107.00	25%	25%	25%	25%	35.00
Alpine	\$438.00	0%	0%	100%	0%	1.00
<b>TOTAL</b>	<b>\$31,545.00</b>	<b>25%</b>	<b>49%</b>	<b>75%</b>	<b>100%</b>	<b>36.00</b>

*\* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2015.*

**2015 LIHEAP WEATHERIZATION BUDGET**

Contractor: El Dorado County Health and Human Service Agency			Contract Number: 15B- 3008		Telephone Number: 530-642-4839		
Class "B" Contractor's License No.:		Name on License:			Expiration Date:		
Prepared By, Title: Jose Martinez, Accountant II		Date Prepared: 12/01/2014	E-mail Address: jose.martinez@edcgov.us		Fax Number: 530-621-2518		
				<b>COLUMN A</b>		<b>COLUMN B</b>	
<b>10 - TOTAL WEATHERIZATION ALLOCATION</b>				<b>\$ 348,785</b>		<b>\$ 553,428</b>	
<b>20 - WEATHERIZATION PROGRAM BUDGET</b>		<i>Not to exceed without waiver</i>					
1	Intake	27,903	44,274	\$ 27,903		\$ 44,274	
2	Outreach	17,439	27,671	\$ 17,439	2	27,671	
3	Training and Technical Assistance	17,439	27,671	\$ 17,439		\$ 27,671	
4	Direct Program Activities			\$ 272,004		\$ 425,812	
5	Liability Insurance			\$ 1,250		\$ 2,500	
6	Major Vehicle and Equipment (More than \$5,000)			\$		\$	
7	Minor Vehicle and Equipment (Less than \$5,000)			\$		\$	
8	Workers' Compensation			\$ 750		\$ 1,500	
9	General Operating Expenditures			\$ 12,000		\$ 24,000	
10	Training and Technical Assistance - Solar Hot Water Heating			\$		\$	
<b>Total Weatherization Program Costs (Total of lines 1 - 10)</b>				<b>\$ 348,785</b>		<b>\$ 553,428</b>	





**CERTIFICATION REGARDING LOBBYING**  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
FAMILY SUPPORT ADMINISTRATION

**PROGRAM:** Low-Income Home Energy Assistance Program

**PERIOD:** January 1, 2015 through January 31, 2016

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

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

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

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

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

Chair, County of El Dorado, Board of Supervisors

**Title**

Signature Brian Veerkamp

Health and Human Services Agency

**Agency/Organization**

Date



**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**EXHIBIT D - ATTACHMENT I  
EXECUTIVE DIRECTOR AND BOARD ROSTER**

<b>Agency Name</b>	County of El Dorado, Health and Human Services Agency
<b>Agency Address</b>	3057 Briw Road, Suite A, Placerville, CA 95667
<b>Submitted By</b>	Zhana Mc Cullough
<b>Received by CSD</b>	

Note: List all vacancies within the board. Indicate vacancy title and date of vacancy in the "Name" Field

<b>Name</b>	<b>Title/Position</b>	<b>Address</b>	<b>Phone Number</b>	<b>Email</b>
Don Ashton, Director, Health and Human Services Agency	Executive Director	3057 Briw Road, Suite B Placerville, CA 95667	(530) 642-7300	<a href="mailto:don.ashton@edcgov.us">don.ashton@edcgov.us</a>
Norma Santiago, County of El Dorado, Board of Supervisors	Board Chair	330 Fair Lane Placerville, CA 95667	(530) 621-6577	<a href="mailto:bosfive@edcgov.us">bosfive@edcgov.us</a>
Vacant - Chief Administrative Officer / Effective 11-04-2014	Additional Authorized Signer of the Contract	330 Fair Lane Placerville, CA 95667	(530) 621-5567	<a href="mailto:karen.feathers@edcgov.us">karen.feathers@edcgov.us</a>
Ron Mikulaco, District I	EDC Board of Supervisors Governing Board	330 Fair Lane Placerville, CA 95667	(530) 621-5650	<a href="mailto:bosone@edcgov.us">bosone@edcgov.us</a>
Shiva Frentzen, District II	EDC Board of Supervisors Governing Board	330 Fair Lane Placerville, CA 95667	(530) 621-5651	<a href="mailto:bostwo@edcgov.us">bostwo@edcgov.us</a>
Brian Veerkamp, District III	EDC Board of Supervisors Governing Board	330 Fair Lane Placerville, CA 95667	(530) 621-5652	<a href="mailto:three@edcgov.us">three@edcgov.us</a>
Ron Briggs, District IV	EDC Board of Supervisors Governing Board	330 Fair Lane Placerville, CA 95667	(530) 621-6513	<a href="mailto:bosfour@edcgov.us">bosfour@edcgov.us</a>
Norma Santiago, District V	EDC Board of Supervisors Governing Board	330 Fair Lane Placerville, CA 95667	(530) 621-6577	<a href="mailto:bosfive@edcgov.us">bosfive@edcgov.us</a>



<b>Name</b>	<b>Title/Position</b>	<b>Address</b>	<b>Phone Number</b>	<b>Email</b>
Shiva Frentzen, EDC Board of Supervisors	Community Action Council Member/Gov	330 Fair Lane Placerville, CA 95667	(530) 621-5651	<a href="mailto:bostwo@edcgov.us">bostwo@edcgov.us</a>
Norma Santiago, EDC Board of Supervisors	Community Action Council Member/Gov	330 Fair Lane Placerville, CA 95667	(530) 621-6577	<a href="mailto:bosfive@edcgov.us">bosfive@edcgov.us</a>
Ron Briggs, EDC Board of Supervisors	Community Action Council Member/Gov	330 Fair Lane Placerville, CA 95667	(530) 621-6513	<a href="mailto:bosfour@edcgov.us">bosfour@edcgov.us</a>
Carl Hagan, Mayor, City of Placerville	Community Action Council Member/Gov	3101 Center Street Placerville, CA 95667	(530) 642-5220	<a href="mailto:carlhagen.councilman@gmail.com">carlhagen.councilman@gmail.com</a>
Hal Cole, Mayor City of South Lake Tahoe	Community Action Council Member/Gov	1901 Airport Road, Suite 206 South Lake Tahoe, CA 96150	(530) 542-6000	<a href="mailto:hcole@cityofslt.us">hcole@cityofslt.us</a>
Holly Morrison. Appointed by the EDC BOS	Community Action Council Alternate/Gov	3025 Granada Court Cameron Park, CA 95682		
Judi Harkins, Appointed by the EDC BOS.	Community Action Council Alternate/Gov	330 Fair Lane Placerville, CA 95667	(530) 621-6577	<a href="mailto:judi.mccallum@edcgov.us">judi.mccallum@edcgov.us</a>
Ellen Yvdakimov, City of Placerville	Community Action Council Member/Gov	4067 Clear Court Placerville, CA 95667	(530) 622-6860	
Vacant / Unknown when the vacancy occurred.	Community Action Council Member/Gov			
Brenda Bailey, Appointed by the EDC BOS.	Community Action Council Alternate/Gov	330 Fair Lane Placerville, CA 95667	(530) 621-6513	<a href="mailto:brenda.bailey@edcgov.us">brenda.bailey@edcgov.us</a>

<b>Name</b>	<b>Title/Position</b>	<b>Address</b>	<b>Phone Number</b>	<b>Email</b>
Brian Reeves, Appointed by the Commission on Aging	Community Action Council Member / Community Representative	P. O. Box 278 Diamond Springs, CA 95619	(530) 626-4625	
Stephanie Lopez, Salvation Army	Community Action Council Member / Community Representative	P. O. Box 348000 Sacramento, CA 95834	(916) 563-3791	
Gerald Lillpop, Friends of EDC Seniors	Community Action Council Member / Community Representative	3444 La Canada Drive Cameron Park, CA 95682	(530) 972-9828	
Vacant / Unknown when the vacancy occurred.	Community Action Council Member / Community Representative			
Carolyn Gilmore, Salvation Army	Community Action Council Alternate / Community Representative	1689 Sandridge Road El Dorado, CA 95623	(530) 620-4994	
Jeanice Chandler, Individual	Community Action Council Member / Community Representative	2811 Cold Springs Road Placerville, CA 95667	(530) 303-3272	

Name	Title/Position	Address	Phone Number	Email
Christina Schiffmaier, Individual	Community Action Council Member / Low- Income Representative	1852 Highway 49 Placerville, CA 95667	(530) 626-1987	
Kevin Carlson, Eskaton Lincoln Manor	Community Action Council Member / Low- Income Representative	6600 Motherlode Road Placerville, CA 95667	(530) 621-4455	
Kelly Krohn, Individual	Community Action Council Member / Low- Income Representative	P. O. Box 434 Shingle Springs, CA 95682	(916) 326-7415	
Stacy Bolton, El Dorado County Community Health Center	Community Action Council Member / Low- Income Representative	4327 Golden Center Drive Placerville, CA 95667	(530) 748-3010	
Susie Davies, MORE	Community Action Council Member / Low- Income Representative	399 Placerville Drive Placerville, CA 95667	(530) 622-4048	

**Community Services and Development  
Federal Funding Accountability and Transparency Act Report Form**

**Due to CSD by March 30, 2015**

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report forms to your respective program e-mail address listed below:

**Department of Energy Weatherization Assistance Program:** Wx@csd.ca.gov

**Community Services Block Grant:** CSBGDIV@csd.ca.gov

**Lead Hazard Control:** LEADGrants@csd.ca.gov

**Low Income Home Energy Assistance Program:** Wx@csd.ca.gov

**NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), complete a separate form for each program .**

**AGENCY/SUB-AWARDEE INFORMATION**

Agency Name	El Dorado County Health and Human Services Agency			
Program Type ( <i>check one</i> )	<input type="checkbox"/> CSBG	<input type="checkbox"/> LEAD	<input checked="" type="checkbox"/> LIHEAP	<input type="checkbox"/> DOE WAP
Contract #(s) ( <i>list all active contracts for the selected program</i> )			15B-3008	
Contract Period(s) ( <i>mm/dd/yy - mm/dd/yy</i> )			01/01/2014 - 01/31/2015	
Agency Unique Identifier (DUNS Number)	96-506-7382			
Agency Primary Contact Information ( <i>person responsible for completing this form</i> )	Name:	Germaine Marino		
	Title	Supervising Accountant/Auditor		
	E-mail:	germaine.marino@edcgov.us		
	Phone:	530-642-4808		
Location of Agency	Mailing Address:	3057 Briw Road, Suite B, Placerville		
	State:	California		
	Zip + 4 digits ( <i>+4 digit is required</i> )	95667-5330		
	U.S. Congressional District:	Fourth		
	State Assembly District:	Fifth		
	State Senate District:	First		



Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Street Address:	
	State:	
	Zip + 4 digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed \$25 million? <input type="checkbox"/> Yes <input type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> <li>▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS).</li> <li>▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).</li> </ul>	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, <u>you are now finished completing this form.</u> )	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

## 2015 LIHEAP NUMBERS, CONTRACTORS, AND SERVICE AREAS

Approved by Crystal Alvarez, 11/12/2014

Number	*Public Agency?	Contractor	Service Area: Special CSU Instructions
15B-3001	No	Spectrum Community Services, Inc.	Alameda County.
15B-3002	Yes	Amador-Tuolumne Community Action Agency	Amador, Calaveras, and Tuolumne Counties.
15B-3003	No	Community Action Agency of Butte County, Inc.	Butte County.
15B-3004	Yes	Glenn County Health and Human Services Agency	Colusa, Glenn, and Trinity Counties.
15B-3005	Yes	Contra Costa Employment & Human Services Department/Community Services Bureau	Contra Costa County.
15B-3006	No	Del Norte Senior Center, Inc.	Del Norte County. By this reference, CSD and Del Norte Senior Center agree that the provisions regarding the Weatherization components of LIHEAP do not apply to this Agreement between CSD and DNSC. <b>(CSU Note: TEACH is to receive 50% of A16 allocation for Modoc County; per Jeannette Nelson and Programs on 6/29/06; verified with Jeannette Nelson on 11/9/11 and Mark Vessels, 10/2014.)</b>
15B-3007	No	Redwood Community Action Agency	Del Norte County. By this reference, CSD and RCAA agree that the provisions regarding the ECIP components of LIHEAP do not apply to this Agreement between CSD and RCAA.
15B-3008	Yes	El Dorado County Health and Human Services Agency	Alpine and El Dorado Counties.
15B-3009	No	Fresno County Economic Opportunities Commission	Fresno County.
15B-3010	No	Redwood Community Action Agency	Humboldt County and Modoc County (WX only). <b>(CSU Note: RCAA is to receive 50% of A16 allocation for Modoc County, verified with Mark Vessels, 10/2014.)</b>
15B-3011	No	Campeños Unidos, Inc.	Imperial and San Diego (Energy Area A) Counties. (Refer to ZIP Code Cross-Reference in Eligibility Guide.)
15B-3012	No	Inyo Mono Advocates for Community Action, Inc.	Inyo and Mono Counties.
15B-3013	No	Community Action Partnership of Kern	Kern County.
15B-3014	No	Kings Community Action Organization, Inc.	Kings County.
15B-3015	No	North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma, and Yolo Counties.
15B-3016	No	Lassen Economic Development Corporation	Lassen County.

Number	*Public Agency?	Contractor	Service Area: Special CSU Instructions
15B-3017	No	Maravilla Foundation <b>(CSU Note: Must have vendor code of 60045. Do not use “Maravilla Foundation, Inc.,” with vendor code of 60437.)</b>	Los Angeles County, Energy Area B. (Refer to ZIP Code Cross-Reference in Eligibility Guide.)
15B-3018	No	Pacific Asian Consortium in Employment <b>(CSU Note: Must have vendor code of 60063. Do not use “Pacific Asian Consortium in Employment, Inc.,” with vendor code of 60438.)</b>	Los Angeles County, Energy Area C. (Refer to ZIP Code Cross-Reference in Eligibility Guide.)
15B-3019	No	Long Beach Community Action Partnership	Los Angeles County, Energy Area D. (Refer to ZIP Code Cross-Reference in Eligibility Guide.)
15B-3020	No	Community Action Partnership of Madera County, Inc.	Madera County.
15B-3021	No	Community Action Marin	Marin County.
15B-3022	Yes	Mariposa County Human Services Department	Mariposa County.
15B-3023	No	Merced County Community Action Agency	Merced County.
15B-3024	No	Training, Employment and Community Help, Inc.	Modoc County. By this reference, CSD and TEACH agree that the provisions regarding the Weatherization component of LIHEAP do not apply to this Agreement between CSD and TEACH. <b>(CSU Note: Enter \$0 for the WX allocation(s) for TEACH. TEACH is to receive 50% of A16 allocation for Modoc County; per Jeannette Nelson and Programs on 6/29/06; verified with Jeannette Nelson on 11/9/11 and Mark Vessels, 10/2014.)</b>
15B-3025	No	Project GO, Inc.	Nevada County.
15B-3026	No	Community Action Partnership of Orange County <b>(CSU Note: Must have vendor code 60062. Do not use “Community Action Partnership of Orange County, Inc.” with vendor code of 60440.)</b>	Orange County.
15B-3027	No	Project GO, Inc.	Placer County.
15B-3028	Yes	Plumas County Community Development Commission	Plumas and Sierra Counties.
15B-3029	Yes	Community Action Partnership of Riverside County	Riverside County.
15B-3030	No	Community Resource Project, Inc.	Sacramento, Sutter, and Yuba Counties.

Number	*Public Agency?	Contractor	Service Area: Special CSU Instructions
15B-3031	Yes	San Benito County Health & Human Services Agency, Community Services & Workforce Development	San Benito County. By this reference, CSD and San Benito County, Community Services & Workforce Development, agree that the provisions regarding the Weatherization component of LIHEAP do not apply to this Agreement between CSD and San Benito. <b>(CSU Note: Enter \$0 for WX allocations for San Benito.)</b>
15B-3032	No	Community Action Partnership of San Bernardino County <b>(CSU Note: Must have vendor code 60078. Do not use “Community Action Partnership of San Bernardino County, Inc.” with vendor code of 60439.)</b>	San Bernardino County.
15B-3033	No	Metropolitan Area Advisory Committee	San Diego County, Energy Area B. (Refer to ZIP Code Cross-Reference in Eligibility Guide.)
15B-3034	No	Economic Opportunity Council of San Francisco, Inc.	San Francisco County.
15B-3035	Yes	San Joaquin County Department of Aging and Community Services	San Joaquin County.
15B-3036	No	Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo County.
15B-3037	No	Community Action Commission of Santa Barbara County	Santa Barbara County.
15B-3038	No	Sacred Heart Community Service	Santa Clara County.
15B-3039	No	Central Coast Energy Services, Inc. <b>(CSU Note: Must have vendor code of 60407. Do not use “Central Coast Energy Services, Incorporated,” with vendor code of 60436.)</b>	Monterey, San Benito, Santa Cruz, and San Mateo Counties. <b>(CSU Note: San Benito WX only.)</b>
15B-3040	No	Self-Help Home Improvement Project, Inc.	Shasta and Tehama Counties.
15B-3041	No	Great Northern Corporation	Siskiyou County.
15B-3042	No	Central Valley Opportunity Center, Incorporated	Stanislaus County.
15B-3043	No	Community Services & Employment Training, Inc.	Tulare County.
15B-3044	No	Community Action of Ventura County, Inc.	Los Angeles County, Energy Area A, and Ventura County. (Refer to ZIP Code Cross-Reference in Eligibility Guide.)

\*Public agencies have 45 days to return contracts and amendments because they generally have to submit documents to the county/city board to be placed on an agenda, noticed, approved, and signed. Private, nonprofit agencies have 30 days to do so. After these time periods, Contract Services Unit sends a late notice to the contractor and advises the Field Representative.

DGF

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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	Reweathering - 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								
		Forced Air Unit (Split System)								
		Multi-Unit Central 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
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					
		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					
		Wood-Fueled			\$2375 per dwelling or 50% of replacement					6, 7, 8, 9, 10

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	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	LIHEAP, ECIP EHCS	\$3483 per dwelling	1 repair or replacement per dwelling; primary only	20		5, 6, 7, 8, 10; 43
		Forced Air Unit (Split System)			\$4591 per dwelling				
		Multi-Unit Central System			\$3483 per dwelling	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)			
		Other			\$4749 per dwelling	1 repair or replacement per dwelling; primary only			
		Package (Dual Pack)			\$6728 per dwelling				
		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			\$970 per MUD or 50% of replacement	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)			5, 6, 7, 8, 10
		Multi-Unit Central System							5, 6, 7, 8, 10, 32
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			\$1940 per MUD	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)			5, 6, 7, 8, 10, 43
		Multi-Unit Central System							5, 6, 7, 8, 10, 32, 43
12	CVA Venting	All Other	HSM	LIHEAP, ECIP EHCS	\$225 per dwelling	1 repair or replacement per dwelling	N/A		47
		Louver Doors Only			\$500 per dwelling	1 repair or replacement per dwelling	N/A		47

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</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				
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

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
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
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				
26	Low Flow Toilet	Replacement (only when required by local building department permit process)	GHW	LIHEAP, ECIP, EHCS	\$325 per toilet	1 occurrence per dwelling; quantity determined by permit requirements	20		48



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: 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
8	Storm Windows	Fixed, Glass Glazing	GHW	LIHEAP	\$12.40 per sq ft	1 occurrence per dwelling; no maximum quantity	10		16
		Fixed, Polycarbonate			\$18.40 per sq ft				
		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							5, 6, 7, 8, 10, 20, 32, 41, 43

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			

<b>* Classification Key</b>			
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.

**Training Requirements Matrix (12/28/12)**

<b>Training Series</b>	<b>Crew</b>	<b>Assessor</b>	<b>Inspector</b>	<b>Field Supervisor</b>	<b>Delivery</b>
Basic Skills (optional pre-employment assessment tool)	X	X	X	X	On-line
Workplace Safety	X	X	X	X	On-line
Environmental Hazards (Lead-Safe Weatherization, Mold, Asbestos, Regulatory Requirements)	X	X	X	X	On-line
Pre-Weatherization	X	X	X	X	On-line
Basic Weatherization	X	X	X	X	Center
Pre-Duct Sealing/Blower Door Diagnostics	X <sup>2</sup>	X	X	X	On-line
Duct Sealing/Blower Door Diagnostics	X <sup>2</sup>	X	X	X	Center
Duct Sealing/Blower Door Diagnostics Field Training <sup>1</sup>	X <sup>2</sup>	X	X	X	Field
Pre-Combustion Appliance Safety	X <sup>2</sup>	X	X	X	On-line
Combustion Appliance Safety	X <sup>2</sup>	X	X	X	Center
Combustion Appliance Safety Field Training <sup>1</sup>	X <sup>2</sup>	X	X	X	Field
Field Assessment (includes Energy Audit)		X		X	Field
Quality Assurance			X	X	Field
HUD-Approved Lead-Safe Weatherization <sup>3</sup>	X	X	X	X	In-house
OSHA 10	X				Qualified Trainer
OSHA 30				X	Qualified Trainer

<sup>1</sup>Additional training to enhance deficient skill and knowledge required if trainee fails to demonstrate appropriate skills and knowledge during a monitored field practice by a CSD inspector and/or CSD training provider.

<sup>2</sup>Training for Duct Sealing/Blower Door Diagnostics and Combustion Appliance Safety is only required for crew members who are going to perform these diagnostic tests.

<sup>3</sup>Only required if performing work on HUD units.





**Selected Items of Cost**

**Inventory System (All Contracts)**

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

**Subcontracts (All Contracts)**

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

**Weatherization Crew Hours (LIHEAP and DOE Contracts)**

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

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

### **Prohibition on Lobbying**

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

### **System of Internal Control**

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

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

### **Administrative Cost Cap**

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

### **Use of Indirect Cost Rates or Other Indirect Cost Methodology**

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

### **Basis for Allocation of Costs**

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

### **Going Concern and Subsequent Events**

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

### **Representation Letter**

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

### **Engagement Letter**

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

### **Supplemental Statements**

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

The supplemental statements should be based on the budget line items contained in the contract. The supplemental statement must include the contract budget line items, expenditures for each budget line item by fiscal year, total audited costs and total reported expenses by budget line item.

### **Auditing Standards and Reports**

The financial and compliance audit report shall contain the following supplemental financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

### **Testing of Transactions**

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

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

### **American Recovery and Reinvestment Act of 2009 (ARRA) Funds**

#### **ARRA IDENTIFICATION**

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

#### **SEPARATE ACCOUNTING**

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

## Supplemental Audit Guide

### PREVAILING WAGE

Determine if there is a designated payroll person to certify, on a weekly basis, that the Contractor is paying residential prevailing wage in accordance with the wage determinations as set forth in the ARRA contract.