

AGREEMENT NUMBER 11B-5708	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
El Dorado County Department of Human Services
2. The term of this Agreement is: January 1, 2011 through March 31, 2012
3. The maximum amount of this Agreement is: \$ 472,096.00
4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

- Exhibit A - Scope of Work
Attachment I; Zip Code Cross-Reference (if applicable)
- Exhibit B - Budget Detail and Payment Provisions
Attachment I; Attachment II; Attachment III and Attachment IV.
- Exhibit C - General Terms and Conditions (GTC 610)
- Exhibit D - Special Terms and Conditions
Attachment. I; Attachment II; Attachment III; Attachment IV; Attachment V and Attachment VI.
- Exhibit E - Additional Provisions
- Exhibit F - Programmatic Provisions
Attachment I; Attachment II and Attachment III.
- Exhibit G - Definitions
- Exhibit H - 2011 Agency Priority Plan - Weatherization and ECIP-EHCS
- Exhibit I - Certification Regarding Lobbying/Disclosure of Lobbying Activities, STD. Form LLL

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



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

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in EXHIBIT A, Section 2, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended, hereafter referred to as LIHEAP) and Government Code Section 16367.5 et seq., as amended. Unless otherwise specified in the Contractor's LIHEAP Agency Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.

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

Alpine and El Dorado Counties.

3. Send all correspondence and relevant reports to:

State Agency: Department of Community Services and Development
Section/Unit: Field Operations
Address: P.O. Box 1947
Sacramento, CA 95812-1947
Hand Delivery: 2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Phone: (916) 576-7109

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4. PROVISION FOR PROGRAM REQUIREMENTS

CSD shall provide Contractor with specific program requirements which shall be binding on the Contractor as a condition of the Contractor's participation in the LIHEAP program, and as a condition of receipt of funds under the program, PROVIDED:

- A. That such additional requirements shall be issued by CSD in writing in the form of "CSD LIHEAP Program Guidance No. XX" posted at <http://www.csd.ca.gov>.
- B. That such additional requirements shall be issued by CSD in the most timely and expeditious manner practicable;
- C. That such additional requirements shall be reasonably necessary to realize the purposes of the Low-Income Home Energy Assistance Program;
- D. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
- E. That the parties' failure to execute a mutually acceptable amendment, as contemplated in subparagraph 4.D. above, in a reasonable period of time, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
- F. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment as contemplated in subparagraph B., 4) above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under Federal and State law.

5. CONTRACTOR'S OPTION OF TERMINATION

Notwithstanding the provisions of paragraph 4., above, Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraphs 4, should Contractor determine that any subsequent grant guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner.

- A. Such notice of termination shall be in writing and shall be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.

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- B. Notice shall contain a statement of the reasons for termination with reference to the specific provision(s) in the grant guidance or proposed amendment in question.
- C. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the grant guidance and contract provisions in effect at the time the cost was incurred.

6. COMPLIANCE

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

- A. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §§ 8621 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
- B. The California Government Code §§ 16367.5 et seq., as amended, and Title 22, California Code of Regulations (CCR), §§ 100800 et seq.; and
- C. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements.

7. REQUIREMENTS, STANDARDS, AND GUIDELINES

Contractor agrees to apply all of the requirements, standards, and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §§ 16367.5 et seq. or 22 CCR §§ 100800 et seq., or any specific provision of this Agreement, then that law or regulation or provision shall apply instead:

- A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
- B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;

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- C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as codified at 2 CFR Part 225;
- D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified at 2 CFR Part 230.

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

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

8. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER

The Low-Income Home Energy Assistance Program (LIHEAP) Catalog of Federal Domestic Assistance number is 93.568. Award is made available through the United States Department of Health and Human Services.

9. ATTACHMENTS TO THE CONTRACT

ATTACHMENT I, Zip Code Cross-Reference.

EXHIBIT A
(Standard Agreement)

ATTACHMENT I, ZIP CODE CROSS-REFERENCE

(Please see the attached document.)

**EXHIBIT A, ATTACHMENT I
ZIP CODE CROSS-REFERENCE
Updated January 18, 2011**

COMMUNITY ENHANCEMENT SERVICES (CES) Los Angeles County, Energy Area A										MARAVILLA FOUNDATION Los Angeles County, Energy Area B									
90020	90265	91207	91341	91406	91615	90004	90640	91106	91385	93552									
90024	90272	91208	91342	91407	91616	90005	91001	91107	91386	93553									
90025	90290	91209	91343	91408	91617	90010	91002	91108	91507	93563									
90027	90292	91210	91344	91409		90016	91003	91109	91508	93584									
90028	90294	91301	91345	91410		90018	91006	91110	91510	93585									
90029	90295	91302	91346	91411		90019	91007	91114	91754	93586									
90036	90296	91303	91352	91412		90022	91009	91115	91755	93590									
90038	90401	91304	91353	91413		90023	91010	91116	91775	93591									
90039	90402	91305	91356	91416		90026	91011	91117	91776										
90046	90403	91306	91357	91423		90031	91012	91118	91778										
90048	90404	91307	91361	91426		90032	91016	91214	91801										
90049	90405	91308	91362	91436		90033	91017	91221	91802										
90064	90406	91309	91364	91501		90034	91020	91222	91803										
90066	90407	91311	91365	91502		90035	91021	91224	91804										
90067	90408	91312	91366	91503		90040	91023	91225	91841										
90068	90409	91313	91367	91504		90041	91024	91226	91896										
90069	90410	91316	91372	91505		90042	91025	91310	91899										
90077	90411	91324	91376	91506		90056	91030	91321	93243										
90094	91040	91325	91392	91521		90058	91031	91322	93510										
90209	91041	91326	91393	91522		90063	91046	91350	93532										
90210	91042	91327	91394	91523		90065	91066	91351	93534										
90211	91043	91328	91395	91605		90201	91076	91354	93535										
90212	91201	91331	91396	91606		90202	91077	91355	93536										
90213	91202	91333	91401	91607		90230	91101	91380	93539										
90231	91203	91334	91402	91608		90232	91102	91381	93543										
90233	91204	91335	91403	91609		90270	91103	91382	93544										
90263	91205	91337	91404	91610		90291	91104	91383	93550										
90264	91206	91340	91405	91614		90293	91105	91384	93551										

CHANGES: *ZIP Code updates effective January 1, 2008.

**EXHIBIT A, ATTACHMENT I
ZIP CODE CROSS-REFERENCE
Updated January 18, 2011**

PACIFIC ASIAN CONSORTIUM IN EMPLOYMENT (PACE) Los Angeles County, Energy Area C		LONG BEACH COMMUNITY ACTION PARTNERSHIP (LBCAP) Los Angeles County, Energy Area D										**Los Angeles County ZIP Codes Served by CAP of Orange County
90001	90060	90307	90239	90670	90807	91722	91792					*90623
90002	90061	90308	90240	90671	90808	91723	91793					*90630
90003	90062	90309	90241	90701	90809	91724						90631
90006	*90071	90310	90242	90702	90810	91731						90632
90007	90220	90311	90255	90703	90813	91732						90633
90008	90221	90312	90262	90704	90814	91733						
90009	90222	90501	90274	90706	90815	91734						
90011	90223	90502	90275	90707	90822	91740						
90012	90224	90503	90280	90710	90823	91741						
90013	90245	90504	90601	90711	90831	91744						
90014	90247	90505	90602	90712	90832	91745						
90015	90248	90506	90603	90713	90833	91746						
90017	90249	90507	90604	90714	90834	91747						
90021	90250	90508	90605	90715	90835	91748						
90030	90251	90509	90606	90716	90840	91749						
90037	90254	90510	90607	90717	90842	91750						
90043	90260	90723	90608	90731	90844	91765						
90044	90261	90745	90609	90732	90845	91766						
90045	90266	90746	90610	90733	90846	91767						
90047	90267	90747	90631	90734	90847	91768						
90050	90277	90749	90637	90744	90848	91769						
90051	90278		90638	90748	90853	91770						
90052	90301		90650	90801	91702	91773						
90053	90302		90651	90802	91706	91780						
90054	90303		90652	90803	91711	91788						
90055	90304		90660	*90804	91714	91789						
90057	90305		90661	90805	91715	91790						
90059	90306		90662	90806	91716	91791						

CHANGES: *ZIP Code added.

**Orange County residents are serviced by Community Action Partnership of Orange County. All other residents are referred to the appropriate local service provider.

EXHIBIT A, ATTACHMENT I
ZIP CODE CROSS-REFERENCE
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METROPOLITAN AREA ADVISORY COMMITTEE (MAAC) San Diego County, Area B		CAMPESINOS UNIDOS, INC. (CUI) Imperial County and San Diego County, Area A		
91901	92113	91941	*92091	92133
91902	92114	91942	*92092	92137
91905	92135	91945	92101	*92140
91906	*92136	92003	92102	92145
91910	92139	92004	92103	*92155
91911	92154	92007	92104	*92199
91913	92173	92008	92105	
91915		92024	92106	
91916		92025	92107	
91931		92026	92108	
91932		92027	92109	
91934		92028	92110	
91935		92036	92111	
91947		92037	92112	
91948		92054	92115	
91950		92055	92116	
91963		92056	92117	
91977		92059	92118	
91978		92060	92119	
91980		92061	92120	
92009		92064	92121	
92014		92065	92122	
92019		92067	92123	
92020		92068	92124	
92021		92069	92126	
92022		92070	92127	
92040		92075	92128	
92053		92082	92129	
92066		92083	92130	
92071		92084	92131	
92079		92086	*92132	

CHANGES: *ZIP Code updates effective January 1, 2008.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **BUDGET CONTINGENCIES**

A. State Budget Contingency

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

B. Federal Budget Contingency

- 1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2) This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the fiscal year 2010-2011 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) The Department has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.
- 5) The State shall authorize expenditures of funds under this Agreement based on the Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.

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

2. BUDGET GUIDELINES

A. Budget and Allocation Forms

- 1) Upon execution of this Agreement, Contractor shall submit all budget and allocation forms attached to this EXHIBIT B, including the 2011 LIHEAP Weatherization Budget (CSD 557D), 2011 LIHEAP EHA-16 Program Budget (CSD 537E), and 2011 LIHEAP Nonconsideration Allocations (CSD 516), based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement.
- 2) In the event the LIHEAP annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in EXHIBIT G. When this Agreement is amended to reflect the Final Allocation, the budget and allocation forms shall be amended to reflect the actual annual allocation.

B. Weatherization Waiver

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

C. Nonconsideration Allocation

The total nonconsideration payable by the State to Contractor under this Agreement shall be allocated as shown on EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT III, 2011 LIHEAP NONCONSIDERATION ALLOCATIONS (CSD 516).

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

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

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

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

D. Working Capital Advance and Major Purchase Advances

- 1) Working Capital Advance (WCA)

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

- a. The time elapsing between the transfer of funds and the disbursement or expenditure of the funds by Contractor is minimized; and
- b. Contractor's financial management systems are compliant with the provisions of this Agreement and the standards for fund control and accountability as established in OMB Circular A-133 and in the Model Federal Advance Requirements as defined in subparagraph c., below with particular reference to 10 CFR 600.121.
- c. Working Capital Advance (WCA) Requirements include the following standards:
 - i. The WCA shall be for the minimum amounts necessary-timed in accordance with Contractor's immediate cash requirements-which will enable Contractor to carry out the purposes of this Agreement;
 - ii. The *Model Federal Advance Requirements* are hereby incorporated by reference and adopted by the parties, for purposes of guiding and informing WCA requirements under the Agreement. The "Model Federal Advance Requirements" are defined as the provisions set out in the Code of Federal Regulations (CFR), Title 10, Chapter II, Sections 600.122, 600.220 and 600.221; and

EXHIBIT B
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- iii. Guidance issued by the State regarding the scheduling of the WCA and the disbursement or expenditure of the funds by Contractor, while conforming to the requirements of subparagraphs 1) and 2) of the present Paragraph D, shall also take into account the practical requirements and limitations of efficient administration and the effective implementation of this Agreement by both Contractor and the State.
- d. In order to effect the purposes and requirements of subparagraphs 1) a. and b. above, the State has established the following general provisions in order to give effect to the WCA Requirements set out in this Agreement and in such supplemental guidance as may be issued:
 - i. To ensure a minimal lapse of time between the transfer of funds, and the disbursement or expenditure by Contractor, and to effect both the consolidation of advance requests and optimal administration of advance payments, the WCA will be based on Contractor's reasonable quarterly projections of anticipated expenditures allowable under the terms of this Agreement;
 - ii. The WCA request shall be: 1) submitted in advance of the beginning of the quarter, in accordance with CSD's guidance; and 2) is subject to CSD's review and approval;
 - iii. Upon approval of the WCA request, a payment will be issued to Contractor, which shall be limited to one-third of the Contractor's quarterly projection of anticipated expenditures;
 - iv. At the beginning of the second month Contractor shall submit its request for reimbursement of the actual expenses incurred in the first month of the quarter. Upon approval of the expenditures by CSD, a reimbursement check will be issued;
 - v. Similarly, at the beginning of the third month Contractor shall submit its request for reimbursement of the actual expenses incurred in the second month of the quarter. Upon approval of the expenditures by CSD, a reimbursement check will be issued;
 - vi. At the end of the quarter the WCA will be reconciled as follows:

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1. Actual expenses incurred in the third month of the quarter, as reflected in Contractor's request for reimbursement, shall be deducted from the WCA;
 2. If the WCA was greater than the reimbursement request for the third month, as approved by CSD, then the difference will be deducted from the WCA issued for the first month of the subsequent quarter;
 3. If the WCA was lesser than the reimbursement request for the third month, as approved by CSD, then the difference will be added to the WCA issued for the first month of the subsequent quarter;
 4. Should Contractor elect not to request a WCA in the subsequent quarter, the excess or shortfall specified in subparagraphs 2 and 3, above, shall be deducted from or added to the next reimbursement payment to Contractor, as appropriate;
 5. In accepting a WCA, Contractor agrees to submit monthly reimbursement requests until such time as the WCA has been repaid; and
 6. Should Contractor fail to conduct sufficient activity to generate reimbursement requests adequate to repay the outstanding WCA balance in full within 30 days of the end of the quarter, CSD may demand repayment and/or take other appropriate action to ensure timely repayment of the WCA.
- vii. If, at the end of the contract term Contractor has received WCA payments in excess of requests for reimbursement that have been approved by CSD, Contractor shall promptly remit the excess balance owed.
- viii. Contractor's request for a WCA shall be made in accordance with procedural guidance issued by CSD;
- ix. Upon receipt of the WCA funds, Contractor shall deposit the funds in an interest-bearing advance account, in accordance with the provisions of this Agreement and Federal and State law. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds by CSD; and

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- x. In the event the State determines that Contractor has used the WCA for reimbursement of expenses that are not allowable under the terms of this Agreement and/or under Federal and State law, the State may, in accordance with the applicable provisions of the CFR, compel Contractor to repay any WCA monies wrongfully used and/or may make such adjustments in future payments to Contractor as it deems appropriate in order to rectify such misuse of WCA funds.

2) Major Purchase Advances

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

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

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3) Special LIHEAP Provisions

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

E. Non-advance Payments and Offsets

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

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

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

G. HEAP Payments – Electric and Gas

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

H. Interest on Advances

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

**EXHIBIT B
(Standard Agreement)**

3. ALLOWABLE COSTS

A. Cost Reporting

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

B. Administrative

1) General

a. Administrative costs shall not exceed the amounts as set forth in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Attachments I and II. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Community Services Block Grant (CSBG) in excess of the CSBG contractual limitations.

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

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

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

4) Assurance 16, ECIP, and HEAP

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

5) Weatherization

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

**EXHIBIT B
(Standard Agreement)**

6) Travel

Travel and per diem costs related to the participation and attendance at policy advisory committees and work groups will be reimbursed by CSD as an administrative cost, upon submittal of an allowable claim to CSD.

C. Program Costs

1) General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

2) Outreach

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

3) Intake

Intake shall be allocated at two percent (2%) of the Weatherization Budget and two percent (2%) of the ECIP/HEAP Consideration/Nonconsideration Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to two percent (2%) of Final Allocation. Intake in excess of two percent (2%) may be charged as an administrative cost not to exceed allowable administrative cost maximum.

4) Assurance 16 Costs

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

EXHIBIT B
(Standard Agreement)

5) Direct Program Activities

Direct Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include labor, materials, subcontractors, disposal fees, permits, HERS raters, lead-safe weatherization materials, Historic Preservation Reviews, and travel.

6) ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with disposal fees, permits, Home Energy Rating System (HERS) raters, lead-safe weatherization materials, and travel, all as further defined by the ECIP Policy and Procedures at EXHIBIT F, ATTACHMENT I, and the SWEATS Policy at EXHIBIT F, ATTACHMENT II when authorized by CSD.

7) Workers Compensation

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

8) Liability Insurance

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

9) Training - Weatherization and ECIP-EHCS

- a. Training and technical assistance shall be allocated up to five percent (5%) of the total Weatherization allocation and up to two percent (2%) of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost.
- b. If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of ServTraqLITE or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

**EXHIBIT B
(Standard Agreement)**

- c. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages. On-the-job training is not reimbursable when the labor hours associated with the training are charged to a Weatherization measure for reimbursement.
- d. Crew members participating in on-the-job training or acting in a helper role shall be expensed to training and not to the installation of measures and will be charged at actual cost. The length of time for on-the-job training shall be in accordance with the Contractor's internal training program.
- e. Training and technical assistance shall include costs associated with the completion of Weatherization-related training such as: Lead-Safe Weatherization Training, Basic Weatherization Training, Environmental Hazardous Training, Blower Door Diagnostic Training, and Combustion Appliance Safety Training. Training may also include internal contractor training, safety training, attendance of weatherization-related training to include ServTraqLITE or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or workshops sponsored by utility companies, Department of Energy (DOE), CSD, and/or other organizations offering a component of weatherization training.

10) Vehicle and Equipment – Acquisition Costs

Acquisition Costs shall mean the actual costs associated with the purchase of a vehicle and/or equipment over \$5,000 per unit.

4. REIMBURSEMENT GUIDELINES

A. Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. For administrative efficiency during the term of this Agreement, CSD has incorporated fixed fees and other mechanisms for Contractor to use to seek reimbursement for various program services and activities on a monthly basis. At the end of the term of this Agreement, Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Agreement. Any reimbursements received over and above Contractor's actual costs shall be reported as Excess Income, pursuant to the procedures in Close-Out Report, Section 5. (D) below.

EXHIBIT B
(Standard Agreement)

B. Assurance 16

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

C. Wood, Propane, and Oil Assistance

1) HEAP WPO

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

2) ECIP WPO

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

D. Weatherization and EHCS Specific

- 1) Contractor may claim reimbursement for Weatherization-related activities under the terms of this Agreement as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.

**EXHIBIT B
(Standard Agreement)**

- 2) Contractor shall ensure that duplicate billings for the same product or service do not occur.
- 3) **Maximum Reimbursements**
 - a. Contractor shall be entitled to obtain a maximum average reimbursement of \$3,055 per dwelling unit weatherized for applying the energy conservation measures and activities described in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT V, Reimbursement Rates for Weatherization and EHCS Activities.
 - b. In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act or any federal official declares an emergency pursuant to 42 UCS 8622(1), the maximum average reimbursement shall be \$3,514 per dwelling unit.
 - c. For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.
- 4) **Measure Reimbursement**
 - a. **General**
 - i. Reimbursement for Weatherization or EHCS activities shall be claimed only once when LIHEAP and DOE WAP, or any other funding source, are used concurrently in the same unit.
 - ii. Contractor may divide the material cost of a single measure among LIHEAP, DOE, or other CSD program when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs.
 - iii. For weatherized dwellings where DOE and LIHEAP weatherization services are provided concurrently, Contractor may leverage material and labor costs under multiple LIHEAP weatherization contracts and may leverage material costs under DOE weatherization contracts for each weatherization measure described in EXHIBIT B, ATTACHMENT IV, and the following guidelines:

EXHIBIT B
(Standard Agreement)

- (a) Single Quantity Fixed-Fee Measures – are those weatherization measures described in EXHIBIT B, ATTACHMENT IV, with an assigned fixed-fee reimbursement and limits the maximum quantity of the measure/service to a single item per weatherized dwelling. Such measures can only be performed and charged to a single CSD program and cannot be further leveraged or split with another CSD contract or non-CSD funding source.
- (b) Multiple Quantity Fixed-Fee Measures – are those weatherization measures described in EXHIBIT B, ATTACHMENT IV, with an assigned fixed unit price per measure and that provide for the installation of multiple quantities of the measure in a single weatherized dwelling. Such measures may only be leveraged with multiple LIHEAP weatherization contracts. Contractor cannot further leverage or split the fixed-fee price for these measures with another CSD contract or another non-CSD funding source.
- (c) Labor and Material Single Quantity Measures – are those weatherization measures, described in EXHIBIT B, ATTACHMENT IV, 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. Contractor may leverage the material and labor costs associated with the installation of these measures between multiple LIHEAP contracts. Contractor may only leverage material costs between LIHEAP and DOE contracts.
- (d) Actual labor hours for weatherization services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

**EXHIBIT B
(Standard Agreement)**

- (e) Labor and Material Measures – are those weatherization measures, described in EXHIBIT B, ATTACHMENT IV, 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. Contractor may leverage the material and labor costs associated with the installation of these measures with multiple LIHEAP contracts to perform the installation of this type of measure within a single unit provided the combined expenditure reported to each CSD contract does not exceed the dwelling maximum reimbursement for the individual measure. Contractor may only leverage material costs between LIHEAP and DOE contracts. Contractor will be required to provide an accounting of labor, material, and for the quantities installed under each program.

- (f) Contractor may leverage the material and labor costs for ECIP HCS activities in dwellings where ECIP HCS and weatherization services are provided concurrently under multiple LIHEAP contracts. Contractor may only leverage material costs between ECIP HCS and DOE contracts.

b. Measure Maximums

- i. For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor hours of Weatherization or EHCS crew members at the approved labor rate and the actual cost of the materials up to the maximum rate.

- ii. Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, minor envelope repair, or another CSD program.

EXHIBIT B
(Standard Agreement)

- iii. When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in EXHIBIT B, ATTACHMENT IV. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.
- c. Assessments and Diagnostics
- i. Contractor may claim reimbursement for dwelling assessment for each eligible household.
 - ii. Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized. For dwellings weatherized under this Agreement, Contractor may claim reimbursement for a modified dwelling assessment to perform reweatherization services during the useful life period of the initial dwelling assessment. Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.
 - iii. If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling and charge for intake.
 - iv. In the case of an unweatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed. Reimbursement for travel is not allowable.
 - v. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

**EXHIBIT B
(Standard Agreement)**

- vi. Reimbursement for diagnostic testing for work performed under ECIP EHCS shall be included in the appliance repair or replacement line item for which the testing was performed.
 - vii. Contractor may claim reimbursement for renovator certification, defined as field-related costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.
- d. Labor Reimbursement
- i. Contractor shall use the approved labor rate for all Weatherization crew labor expenses related to the direct delivery of Weatherization and EHCS services. The approved labor rate includes travel time, down time, supervision, inspection, support staff hours, and related operating expenses; therefore, Contractor shall not bill additional labor hours for these costs.
 - ii. Contractor must be able to substantiate all actual labor hours and labor costs charged.
 - iii. Actual labor hours for weatherization services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.
 - iv. If Contractor compensates Weatherization or EHCS crew members using piecework as an alternative to hourly wages or salaries, Contractor shall contact CSD for instructions prior to commencing with services for the current program year.
 - v. For weatherization measure and specialty work activities in projects where LIHEAP and/or ECIP EHCS and American Recovery and Reinvestment Act of 2009 DOE WAP are leveraged, Contractor shall use the approved labor rates included in EXHIBIT D, ATTACHMENT VI, Approved Labor Rates for Units Leveraged with DOE ARRA, for reimbursement purposes.

EXHIBIT B
(Standard Agreement)

vi. Assessments and Diagnostics

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

vii. Actual Labor Hours

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

viii. Other Labor

- (a) Labor hours for other personnel are billable only if there are no billable hours for Weatherization or EHCS crew members for these services. The approved labor rate will be allowable for Weatherization and EHCS crew members only.
- (b) When the installation of a measure is subcontracted and there are no billable labor hours for Weatherization or EHCS crew members, Contractor shall bill, in addition to the subcontracted expenditure, actual labor hours incurred by other personnel associated with the direct facilitation of that subcontracted measure. The approved labor rate will not be allowable for other personnel under these circumstances. A modified fixed fee labor rate determined by the Contractor or actual labor costs shall be used. Any modified fixed fee labor rate that is to be used must be submitted for CSD for approval prior to requesting reimbursement for these costs.

EXHIBIT B
(Standard Agreement)

- (c) When the installation of a measure is subcontracted and there are billable labor hours for Weatherization or EHCS crew members who share in the installation of that subcontracted measure, Contractor shall bill, in addition to the subcontracted expenditure, the actual labor hours incurred by crew members at the approved labor rate.

- e. Heating and Cooling Services (HCS/EHCS)
 - i. If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

 - ii. Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a reweatherization call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

 - iii. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units within that building envelope.

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

EXHIBIT B
(Standard Agreement)

f. Other Program Costs

i. Permit and Disposal Fees

Permit, HERS rater, and disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization, or DOE Weatherization, per appliance or weatherization measure, per weatherized dwelling. Permit and disposal fee reimbursement includes crew member, subcontractor, or other personnel staff time and will be reimbursed based on the actual cost of the fee and actual labor hours.

ii. Travel

Contractor shall be credited one round trip travel surcharge for any one dwelling weatherized or any one dwelling receiving assessments and diagnostic testing where weatherization services could not be provided due to client refusal or inability to gain access to the dwelling.

Contractor may claim mileage reimbursement for travel to Single Family Dwelling (SFD) and Multi-Unit Dwelling (MUD) Units in which travel exceeds a distance of 30 miles (one way) from Contractor's material storage site or headquarters. Contractor shall maintain records and source documentation in such a manner to substantiate mileage claims by individual dwelling weatherized. The following defines the conditions for mileage reimbursement applicable to dwellings weatherized:

(a) Single Family Dwelling (SFD)

- (i) Contractor may claim one travel surcharge equivalent to one (1) labor hour plus \$18.00 for each completed, weatherized SFD Unit.

EXHIBIT B
(Standard Agreement)

(ii) For SFD Units in excess of 30 miles (one way) from Contractor's material storage or headquarters, Contractor may claim mileage in addition to the SFD travel surcharge for each completed, weatherized SFD Unit. Contractor may claim mileage at a rate of \$.91 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a single round trip, per completed SFD Unit; and Contractor may only claim the travel surcharge, fuel surcharge, and mileage reimbursement upon the completion of the SFD Unit.

(b) Multi-Unit Dwelling (MUD)

(i) Contractor may claim one MUD travel surcharge of \$8.50 for each completed, individual, weatherized unit within a MUD complex.

(ii) For MUD Units in excess of 30 miles (one way) from Contractor's material storage or headquarters, Contractor may claim mileage in addition to the MUD travel surcharge. Contractor may claim mileage at a rate of \$.91 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a single round trip per day, for travel to a MUD regardless of the number of individual completed units.

(iii) All other travel-related expenses not directly related to the weatherization of dwellings are subject to reimbursement as described in EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 1. Travel and Per Diem.

**EXHIBIT B
(Standard Agreement)**

(c) Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measurers subject to travel and per diem rates as described in EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 1, Travel and Per Diem.

iii. Overhead

All overhead costs shall be charged at actual costs to the appropriate monthly expenditure reporting line items. All other overhead costs without a reporting line item shall be included in the approved labor rate.

iv. Post-Weatherization Inspections

Contractor shall ensure that a total of 25 percent (25%) Post-Weatherization Inspections have been completed and that Contractor has not exceeded the maximum reimbursement amount allowable of 25 percent (25%) of the total weatherized dwellings per reporting period.

v. Clearance Inspections

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

- g. When the total reimbursement for a measure is contracted under a non-CSD program and the reimbursement is intended to cover the entire costs of the contracted service, then all related costs associated with the installed measure shall be charged to that non-CSD program. Additional costs to facilitate or to offset cost deficits for the measure shall not be charged to CSD energy programs.

EXHIBIT B
(Standard Agreement)

5) Dwelling Status

a. Completed Units

i. Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed and completed. Contractor shall not bill for incomplete units or prematurely close a unit with outstanding measures in order to receive reimbursement for work completed. If there are measures found to be nonfeasible by crew members after the initial assessment, the reason for the nonfeasibility shall be documented in the client file and the dwelling shall be considered completed.

ii. Contractor shall not report a dwelling as weatherized nor request reimbursement prior to the quality assurance certification confirming quality and completeness of work performed upon weatherized and EHCS dwellings.

iii. ECIP EHCS

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

b. Unweatherized Dwellings

i. Contractor may claim reimbursement for outreach and intake for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude installation of measures.

ii. Contractor may claim reimbursement for weatherization activities as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.

**EXHIBIT B
(Standard Agreement)**

c. Previously Weatherized Dwellings

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

d. Leveraging with Non-Federal Funding

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

- i. Contractor may not claim duplicate reimbursement for the same services performed and energy conservation measures(s) installed under a CSD program with a non-federal program.
- ii. Contractor may not split Single Quantity Fixed Fee Measure under LIHEAP with any other funding source.
- iii. Contractor may not split LIHEAP or ECIP EHCS labor fees associated with a single measure with any other funding source.
- iv. Contractor may claim reimbursement for outreach and intake only once when DOE and LIHEAP funds are used concurrently in the same unit.

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

Reimbursement shall be in accordance with the SWEATS Policy, EXHIBIT F, ATTACHMENT II, when specifically authorized by CSD.

5. REPORTING REQUIREMENTS

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

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

EXHIBIT B
(Standard Agreement)

B. Monthly Reports

- 1) Contractor shall submit to CSD Contractor's expenditures and activities (excluding ECIP Fast Track and HEAP Electric and Gas) by entry into the web-based, Expenditure Activity Reporting System (EARS). The monthly reports shall be submitted on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.
- 2) Expenditures for Assurance 16, Intake, ECIP WPO, ECIP EHCS, SWEATS, and HEAP program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure/Activity Report via EARS.
- 3) Expenditures for Weatherization shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure/Activity Report via EARS.
- 4) All adjustments, if any, must be reported through EARS under the report period in which the expenditures occurred.
- 5) Contractor shall also submit to CSD the physical addresses for recipients of services under LIHEAP Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO for the monthly period in which the service activity occurred and reimbursement for the service activity is requested.
 - a. Contractor shall submit the monthly reporting of client service addresses separately from the EARS monthly activity/reimbursement reporting by completing the CSD 767, Monthly Service Address Report.
 - b. The report shall be sent electronically to the CSD Help Desk at SART@csd.ca.gov on or before the fifteenth calendar day following the reporting period in which direct service activity occurs.
 - c. The monthly EHA 16 Expenditure/Activity Report and the monthly Weatherization Expenditure/Activity Report will not be processed until CSD has reviewed and approved the Monthly Service Address Report.

C. CSD Review

- 1) CSD shall review Contractor's monthly reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement.

EXHIBIT B
(Standard Agreement)

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

D. Close-out Report

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

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

Contractors shall use a CSD 733F, LIHEAP Excess Income and Interest Earned Close-out Reconciliation, to report actual costs, excess income and/or interest income earned and expended. Pursuant to CCR § 100840, any excess income generated as a result of actual costs being less than the fixed rate shall be used by the Contractor for any valid low-income energy assistance/weatherization activity in accordance with LIHEAP statutory and regulatory limits on expenditures subject to the maximum allowable limits for administrative costs, outreach, intake, and training and technical assistance. Upon request from CSD, Contractor shall provide an expenditure plan or other relevant information that demonstrates the allowable use of such excess income and/or interest income. Excess Income/Interest earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occur.

**EXHIBIT B
(Standard Agreement)**

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

6. ATTACHMENTS TO THE CONTRACT

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

- | | | |
|----|----------------|---|
| A. | Attachment I | 2011 LIHEAP WEATHERIZATION BUDGET
(CSD 557D) and Instructions; |
| B. | Attachment II | 2011 LIHEAP EHA-16 PROGRAM BUDGET
(CSD 537E) and Instructions; |
| C. | Attachment III | 2011 LIHEAP NONCONSIDERATION ALLOCATIONS
(CSD 516); |
| D. | Attachment IV | REIMBURSEMENT RATES FOR WEATHERIZATION
AND EHCS ACTIVITIES. |

EXHIBIT B - ATTACHMENT I
2011 LIHEAP WEATHERIZATION BUDGET

Contractor: El Dorado County Department of Human Services		Contract Number: 11B-5708	Telephone Number: (530) 642-4893
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Prepared By: Maki Ganno	E-mail Address: maki.ganno@edcgov.us		Fax Number: (530) 621-2518
10 - ADMINISTRATIVE BUDGET		COLUMN A	COLUMN B
1.	Administrative Costs	\$ 9,535	\$ 14,793
20 - WEATHERIZATION PROGRAM BUDGET			
1.	Intake (2% of Section 30)	\$ 2,384	\$ 3,699
2.	Outreach (5% of Section 30)	5,960	9,246
3.	Training and Technical Assistance (5% of Section 30)	5,960	9,246
4.	Direct Program Activities	95,906	148,478
5.	Liability Insurance		
6.	Vehicle and Equipment - Acquisition Costs		
7.	Workers' Compensation		
	Total Program Costs (lines 1 through 7)	\$ 110,210	\$ 170,669
30 - TOTAL BUDGET (Total of Section 10 and 20)		\$ 119,745	\$ 185,462
40 - TOTAL HOUSEHOLDS		# 91	# 141
50 - APPROVED LABOR RATE			\$ 58.00

INSTRUCTIONS
EXHIBIT B – ATTACHMENT I, 2011 LIHEAP WEATHERIZATION BUDGET
CSD 557D (Rev. 1/12/11)

10 – ADMINISTRATIVE BUDGET

Line 1 – Administrative Costs - Enter the amount of funds allocated for all Administrative Costs for Columns A and B. Administrative costs includes salaries, wages, workers' compensation, and fringe benefits for administrative staff, accounting, audit, intake (intake in excess of 2% may be charged as an administrative cost), equipment, facilities, office equipment and supplies, telephone, training and travel for administrative staff, utilities, and miscellaneous expenditures.

20 – WEATHERIZATION PROGRAM BUDGET

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

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

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

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

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

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

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

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

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

30 – TOTAL BUDGET

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

40 – TOTAL HOUSEHOLDS

Enter the number of households projected to be weatherized during the 2011 Program Year in Columns A and B.

50 – APPROVED LABOR RATE

Enter the CSD-approved Contractor Labor Rate.

EXHIBIT B - ATTACHMENT II
2011 LIHEAP EHA-16 PROGRAM BUDGET

Contractor: El Dorado County Department of Human Services		Contract Number: 11B-5708	Telephone Number: (530) 642-4893
Prepared By: Maki Ganno		E-mail Address: maki.ganno@edcgov.us	Fax Number: (530) 621-2518
10 - ASSURANCE 16 BUDGET			
1.	Assurance 16 Activities		\$ 35,130
20 - ADMINISTRATIVE BUDGET (ASSURANCE 16, ECIP, AND HEAP)			
1.	Administrative Costs		\$ 24,242
30 - INTAKE BUDGET (ECIP AND HEAP)			
1.	Intake (2% of ECIP/HEAP)		\$ 8,770
40 - OUTREACH BUDGET (ECIP AND HEAP)			
1.	Outreach (5% of ECIP/HEAP)		\$ 21,924
50 - TRAINING AND TECHNICAL ASSISTANCE			
1.	Training and Technical Assistance (2% of ECIP/HEAP)		\$ 8,770
60 - ECIP/HEAP PROGRAM BUDGET			
1.	ECIP EHCS Cooling Service Repair/Replacement		\$ 7,275
2.	ECIP EHCS Heating Service Repair/Replacement		5,000
3.	ECIP Water Heater Repair/Replacement		2,500
4.	ECIP EHCS Other Program Costs		
5.	ECIP Wood, Propane, and Oil		
6.	Severe Weather Energy Assistance and Transportation Services (activated by CSD)		3,695
7.	HEAP Wood, Propane, and Oil		169,328
8.	Liability Insurance		
9.	Vehicle and Equipment		
10.	Workers' Compensation		
	TOTAL ECIP/HEAP Program Budget (Total of Section 60, Items 1-10)		\$ 187,798
70 - TOTAL BUDGET (Total of Sections 10, 20, 30, 40, 50, and 60)			\$ 286,634
80 - ECIP PROGRAM HOUSEHOLDS			
1.	ECIP EHCS Cooling Service Repair/Replacement	#	3
2.	ECIP EHCS Heating Service Repair/Replacement	#	2
3.	ECIP EHCS Water Heater Repair/Replacement	#	2
4.	ECIP Wood, Propane and Oil Households	#	
	TOTAL ECIP Program Households (Total of Lines 1 through 4)	#	7
90 - HEAP WOOD, PROPANE, AND OIL HOUSEHOLDS			# 425
100 - APPROVED LABOR RATE			\$ 58

INSTRUCTIONS
EXHIBIT B – ATTACHMENT II, 2011 LIHEAP EHA-16 PROGRAM BUDGET
CSD 537E (Rev. 1/12/11)

10 – ASSURANCE 16 PROGRAM BUDGET

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

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

Line 1 – Administrative Costs - Enter the amount of funds allocated for Administrative Costs. Administrative costs include salaries, wages, workers' compensation, and fringe benefits for administrative staff, accounting, audit, intake (intake in excess of 2% may be charged as an administrative cost), equipment, facilities, office equipment and supplies, telephone, training and travel for administrative staff, utilities, and miscellaneous expenditures.

30 – INTAKE PROGRAM BUDGET (ECIP AND HEAP)

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

40- OUTREACH BUDGET (ECIP AND HEAP)

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

50 – TRAINING AND TECHNICAL ASSISTANCE

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

60 – ECIP/HEAP PROGRAM BUDGET

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

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

70 – TOTAL BUDGET

Enter the sum of Sections 10 through 60.

80 – ECIP PROGRAM HOUSEHOLDS

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

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

90 – HEAP WOOD, PROPANE, AND OIL HOUSEHOLDS

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

100 – APPROVED LABOR RATE

Enter the CSD-approved Contractor labor rate.

EXHIBIT B - ATTACHMENT III
2011 LIHEAP NONCONSIDERATION ALLOCATIONS

Contractor: El Dorado County Department of Human Services		Contract Number: 11B-5708	Telephone Number: (530) 642-4893
Prepared By: Maki Ganno	E-mail Address: maki.ganno@edcgov.us	Fax Number: (530) 621-2518	

90 - NONCONSIDERATION ECIP BUDGET

1	ECIP Electric and Gas (Fast Track) Allocation per County	
2	Alpine	\$ 495
3	El Dorado	\$ 17,973
4		\$
5		\$
6		\$
7		\$
8		\$
9	TOTAL	\$ 18,468

100 - NONCONSIDERATION HEAP BUDGET

1	HEAP Electric and Gas Allocations per County	
2	Alpine	\$ 4,539
3	El Dorado	\$ 164,788
4		\$
5		\$
6		\$
7		\$
8		\$
9	TOTAL	\$ 169,327

110 - NONCONSIDERATION HEAP ESTIMATED NUMBER OF HOUSEHOLDS

1	HEAP Electric and Gas Estimated Number of Households per County	
2		# 12
3		# 423
4		#
5		#
6		#
7		#
8		#
9	TOTAL	# 435

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

EXHIBIT B, ATTACHMENT IV, REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	LaborMat - Quantity Limited	LaborMat - Quantity Not Limited		
SECTION: Assessments/Diagnostics													
1	Dwelling Assessment	With Attic	ADS	LIHEAP	No maximum at this time		1 assessment per dwelling unless expired				N	6 months	1
		Without Attic											
2	Combustion Appliance Safety Test	Pre	ADS	LIHEAP	No maximum at this time		No maximum at this time				N	Required if infiltration reduction measures (INF) are installed	
		Post											
3	Blower Door Test	Pre	ADS	LIHEAP	No maximum at this time		No maximum at this time				N		2
4	Blower Door Test	Pre	ADS	All zones	No maximum at this time		Until add'l work performed				N		3, 10
		Post											
5	Duct Leakage Test	Pre	ADS	LIHEAP	No maximum at this time		No maximum at this time				N	N/A	4
		Post											
6	Contractor Post-Weatherization Inspection		ADS	LIHEAP		Hourly Crew Labor Rate	3 hours per dwelling, 1 inspection per dwelling			N			
SECTION: Health and Safety													
1	Carbon Monoxide Alarm	Lithium Battery	HSM	LIHEAP	\$135 per dwelling		1 occurrence per dwelling; no maximum quantity				LIHEAP - Y; DOE - mat only	4	5
		Lithium Battery											
2	Smoke Alarm	Lithium Battery	HSM	LIHEAP	\$67 per alarm		Limited by code				Y - whole # only	4	5, 37
		Electric											
3	Cooking Appliance Repair, Free Standing Range or Cook Top	Natural Gas and Propane	HSM	LIHEAP	\$467 or 50% of replacement		1 repair or replacement per dwelling; primary only			LIHEAP - Y; DOE - N		4	6, 7, 8
		Other Types Not Listed											

EXHIBIT B, ATTACHMENT IV, REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle In Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	LaborMat - Quantity Limited	LaborMat - Quantity Not Limited		
4	Cooking Appliance Replacement, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	\$934		1 repair or replacement per dwelling; primary only				10	6, 7, 8	
		Natural Gas and Propane											
		Other Types Not Listed											
5	Cooling Repair	AC Wall/Window	HSM	LIHEAP, ECIP EHCS	\$788 or 50% of replacement		1 repair or replacement per dwelling; primary only			4	5, 6, 7, 8, 9, 10, 20, 21		
		Evaporative Cooler			\$822 or 50% of replacement								
		FAU (Split System)			\$1742 or 50% of replacement								
		Multi-Unit Central System			\$788 per MUD or 50% of replacement								
6	Cooling Replacement	AC Wall/Window	HSM	LIHEAP, ECIP EHCS	\$1575		1 repair or replacement per dwelling; primary only			10	5, 6, 8, 10, 22		
		Evaporative Cooler Roof			\$1644								
		Evaporative Cooler Window/Wall											
		Forced Air Unit (Split System)											
		Multi-Unit Central System										\$3483	20
	\$1575 per MUD												

EXHIBIT B, ATTACHMENT IV, REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Rework/Authorization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	LaborMat - Quantity Limited	LaborMat - Quantity Not Limited		
7	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	LIHEAP, ECIP EHCS	\$1742 or 50% of replacement		1 repair or replacement per dwelling; primary only					4	6, 7, 8, 9, 10
		Forced Air Unit (Split System)			\$2296 or 50% of replacement								
		Mobile Home Furnace			\$1631 or 50% of replacement								
		Multi-Unit Central System			\$1742 per MUD or 50% of replacement								
		Other Types Not Listed			\$2375 of 50% of replacement								
		Package (Dual Pack)			\$3364 or 50% of replacement								
		Wood-Fueled			\$2375 or 50% of replacement								
8	Heating Source Replacement	Exterior Wall Direct Vent, Forced Air Unit (Split System)	HSM	LIHEAP, ECIP EHCS	\$3483		1 repair or replacement per dwelling; primary only					20	6, 7, 8, 10
		Mobile Home Furnace			\$4591								
		Multi-Unit Central System			\$3261								
		Other			\$3483								
		Package (Dual Pack)			\$4749								
		Wood-Fueled			\$6728								
					\$4749								

EXHIBIT B, ATTACHMENT IV, REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	LaborMat - Quantity Limited	LaborMat - Quantity Not Limited		
9	Kitchen Exhaust Installation, Repair & Replacement	Range Hoods, Wall/Ceiling Mounts	HSM	LIHEAP	\$350		1 repair or replacement per dwelling		LIHEAP - Y; DOE - mat only		Y	10	33
10	Lead-Safe Weatherization		HSM	LIHEAP, ECIP HCS	N/A		As required by EPA					N/A	38
11	Water Heater Repair	Electric	HSM	LIHEAP, ECIP EHCS	\$970 or 50% of replacement		1 repair or replacement per dwelling; primary only		LIHEAP - Y; DOE - mat only			4	6, 7, 8, 11, 32
		Gas & Propane											
		Mobile Home											
		Multi-Unit Central System											
12	Water Heater Replacement	Electric	HSM	LIHEAP, ECIP EHCS	\$1940		1 repair or replacement per dwelling; primary only		LIHEAP - Y; DOE - mat only			10	6, 7, 8, 10
		Natural Gas and Propane											
		Mobile Home											
		Multi-Unit Central System											
SECTION: Priority													
1	Attic Ventilation		INS	LIHEAP	\$355		1 occurrence per dwelling; no maximum quantity					20	5, 15
2	Caulking	Mobile Home	INF	LIHEAP			1 caulking per dwelling	N				4	16
		Multi-Unit											
		Single											
3	Ceiling Insulation	R-value 11	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity					20	
		R-value 19											
		R-value 30											
		R-value 38											

EXHIBIT B, ATTACHMENT IV, REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES

Line No.	Measure	Type	Classification*	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labormat - Quantity Limited	Labormat - Quantity Not Limited		
4	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	\$170		2 lamps per dwelling		LIHEAP - Y; DOE - mat only		4	5, 27	
		Thread Based				\$10 per bulb	10 bulbs per dwelling	LIHEAP - whole # only; DOE - N					
5	Cover Plate Gaskets		INF	LIHEAP	\$33		1 occurrence per dwelling	N			20	16	
7	Door Repair	Exterior - All Other Types Sliding Glass - 72" x 80" and smaller Sliding Glass - Greater than 72" x 80"	INF	LIHEAP	\$250 per door		3 repairs or replacements per dwelling		LIHEAP - Y; DOE - mat only		15	36	
					\$713		1 repair or replacement per dwelling						
8	Door Replacement	Exterior - All Other Types Sliding Glass - 72" x 80" and smaller Sliding Glass - Greater than 72" x 80"	INF	LIHEAP	\$500 per door		3 repairs or replacements per dwelling		LIHEAP - Y; DOE - mat only		15	36	
					\$1425		1 repair or replacement per dwelling						
6	Duct Insulation		INS	LIHEAP	Up to \$0.95 per square foot		1 occurrence per dwelling; no maximum quantity		LIHEAP - Y; DOE - N		10	5	
					\$2200		1 repair or replacement per dwelling						
9	Duct Repair and Replacement		INF	LIHEAP, ECIP HCS	\$100		1 occurrence per dwelling		LIHEAP - Y; DOE - mat only		10	10	
10	Filter Replacement	Air Conditioning Furnace	GHW	LIHEAP	\$100		1 occurrence per dwelling		LIHEAP - Y; DOE - mat only		4	35	
11	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP	\$150		2 lamps per dwelling		LIHEAP - whole # only; DOE - N		4	5, 27	

EXHIBIT B, ATTACHMENT IV, REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Rework/Retest - Measure Life Cycle in Full Years	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Mtd Quantity	Labormat - Quantity Limited	Labormat - Quantity Not Limited		
12	Glass Replacement and Window Repair		INF	LIHEAP	\$525		1 occurrence per dwelling; no maximum quantity	Fixed Fee - Single Quantity	Fixed Fee - Mtd Quantity	Labormat - Quantity Limited	Labormat - Quantity Not Limited	10	17
13	Hot Water Flow Restrictor	Faucet Restrictor	GHW	LIHEAP		\$8 per restrictor	1 occurrence per dwelling; no maximum quantity	LIHEAP - whole # only; DOE - N				4	5, 35
		Low Flow Handheld Showerhead				\$35 per showerhead							
		Low Flow Showerhead				\$27 per showerhead							
14	Kneewall Insulation	R-value 11	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				20		
		R-value 19											
15	Mechanical Ventilation		OTH	LIHEAP	No maximum at this time		1 occurrence per dwelling			LIHEAP - Y; DOE - mat only		10	
16	Microwave Oven		EBL	LIHEAP	\$284		1 oven per dwelling			LIHEAP - Y; DOE - N		10	5, 23, 26
17	Minor Envelope Repair		INF	LIHEAP	\$1331; Disaster Relief \$3514		1 occurrence per dwelling			LIHEAP - Y; DOE - mat only		4	13, 16, 17, 18
18	Refrigerator Replacement	19 cu. ft. and below	EBL	LIHEAP	\$1032		1 replacement per dwelling			LIHEAP - Y; DOE - mat only		15	5, 20, 28
		Over 19 cu. ft.				\$1187							
19	Thermostat	Manual	HCM	LIHEAP		\$65 per thermostat	1 thermostat per dwelling	N				10	5, 25, 27
		Programmable				\$157 per thermostat							
20	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP		\$66 per cover	2 covers per dwelling			LIHEAP - whole # only; DOE - N		4	16
21	Water Heater Blanket		GHW	LIHEAP		\$55 per blanket	1 blanket per dwelling	N				4	5, 35

EXHIBIT B, ATTACHMENT IV, REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES

Line No.	Measure	Type	Classification*	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Rework/Retest - LIHEAP and EICP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	LaborMat - Quantity Limited	LaborMat - Quantity Not Limited		
22	Water Heater Pipe Wrap		GHW	LIHEAP		\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity	LIHEAP - Y; DOE - N			10	5, 35	
23	Weatherstripping	Hinged Door	GHW	LIHEAP		\$44 per door	1 occurrence per dwelling; no maximum quantity	LIHEAP - whole # only; DOE - N			4	16, 35	
		Other	INF			\$2.10 per lin ft		LIHEAP - Y; DOE - N				16	
24	Window Replacement	Repair	INF	LIHEAP	\$1200		1 occurrence per dwelling; no maximum quantity				10	17	
		Replacement			\$2400			LIHEAP - whole # only; DOE - mat only			20		
SECTION: Optional													
1	Ceiling Fans		OTH	LIHEAP	\$250		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	LIHEAP - Y; DOE - N			10	5	
3	Floor Foundation Venting		INS	LIHEAP	\$360		1 occurrence per dwelling; no maximum quantity				20	5, 15	
4	Floor Insulation	> 36" clearance	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				20	5, 24	
		< 36" clearance											
6	Shadescreens		OTH	LIHEAP	\$500		1 occurrence per dwelling; no maximum quantity				4	5	
7	Shutters		OTH	LIHEAP		\$6.00 per sq ft	1 occurrence per dwelling; no maximum quantity	LIHEAP - Y; DOE - N			10	5	

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	LaborMat - Quantity Limited	LaborMat - Quantity Not Limited		
8	Storm Windows	Fixed, Glass Glazing	OTH	LIHEAP	\$750	\$12.40 per sq ft	1 occurrence per dwelling; no maximum quantity	N	LIHEAP - Y; DOE - N	10	16		
		Fixed, Polycarbonate				\$18.40 per sq ft							
		Operable, Glass Glazing				\$13.90 per sq ft							
		Operable, Polycarbonate				\$21.40 per sq ft							
		Other											
9	Timer, Electric Water Heater		OTH	LIHEAP		1 timer per dwelling	N		4	5			
10	Tinted Window Film		OTH	LIHEAP		\$3.30 per sq ft	1 occurrence per dwelling; no maximum quantity		LIHEAP - Y; DOE - N	4	5		
11	Wall Insulation, Stucco and Wood		INS	LIHEAP		\$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity		LIHEAP - Y; DOE - N	20	5		
SECTION: Supplemental													
1	Disposal Fees		OTH	LIHEAP, ECIP HCS			No max. quantity			N		If incurred	
2	Permits		OTH	LIHEAP, ECIP HCS			No max. quantity			N		If incurred	
3	HERS Rater		OTH	LIHEAP, ECIP HCS			No max. quantity			N		If incurred	
4	HPO Costs		OTH	LIHEAP, ECIP HCS			No max. quantity			N		If incurred	
5	Shop Fee		OTH	LIHEAP		\$10 per dwelling	1 fee per dwelling	N				30	
6	Travel Credit	Single	TRA	LIHEAP, ECIP HCS, SWEATS	\$750	1 hour @ Approved Labor Rate + \$18	1 credit per WX, ECIP HCS or SWEATS dwelling	N		1 credit per reweatherized dwelling; 1 credit per reweatherized ECIP HCS dwelling	34		
		Multi (over 5 units)				\$8.50 per dwelling							
		Lodging and per diem											

EXHIBIT B, ATTACHMENT IV, REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reworkerization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	LaborMat - Quantity Limited	LaborMat - Quantity Not Limited		
7	Mileage Outside of 60-Mile Round Trip		TRA	LIHEAP, ECIP HCS, SWEATS		\$0.91 per mile	No max quantity; 1 mileage charge per WX, ECIP HCS or SWEATS dwelling		LIHEAP - Y; DOE - N			No max quantity; 1 mileage charge per reweatherized dwelling; 1 mileage charge per reweatherized ECIP HCS dwelling	31
SECTION: SWEATS Program Costs													
1	Portable Equipment Purchased and Held on Reserve	Air Conditioner	SWE	SWEATS			No max. quantity						
		Evaporative Cooler											
		Heater											
		Fan											
2	Repair and Maintenance of Reserved Appliances	Air Conditioner	SWE	SWEATS			No max. quantity						
		Evaporative Cooler											
		Heater											
		Fan											
3	Additional Reimbursement - Fees, Fares, or Costs for Rental Vehicles	Generator	SWE	SWEATS			No max. quantity						
		Other											
		Generator											
		Other											
SECTION: SWEATS Loaned Appliances Program													
1	Portable Equipment Delivered on Loan to a Dwelling	Air Conditioner	SWE	SWEATS			No max. quantity						
		Evaporative Cooler											
		Heater											
		Fan											
2	Fuel for Generators	Generator	SWE	SWEATS			No max. quantity						
		Other											
		Generator											
		Other											

* Classification Key

ADS	Assessment/Diagnostics	INF	Infiltration Reduction Measure	OTH	Other Weatherization Measure
DIS	Disaster Relief	EBL	Electric Baseload Measure	SWE	SWEATS
HSM	Health and Safety Measure	GHW	General Heat Waste	TRA	Travel Reimbursement Measure
INS	Insulation Measure	HCM	Heating Cooling Measure		

FOOTNOTES SECTION

(2011 LIHEAP)

1	Unit assessments are charged for each completed unit in addition to applicable blower door and/or duct leakage testing.
2	Following a determination that no combustion byproduct hazards exist, pre-weatherization blower door testing for shell-sealing purposes is a mandatory activity on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportional to the number of completed units for each quarter.
3	A duct leakage test using the Duct Blaster is a stand-alone test and may be performed in conjunction with the Blower Door Test for purposes of assessing outside air infiltration.
4	An inspection of twenty-five percent (25%) of the total number of dwellings weatherized under this Agreement must be completed in accordance with CSD Inspection Policies and Procedures. Reimbursement shall not exceed the maximum twenty-five percent (25%) limit. A maximum of 25% of the total dwellings reported in a reporting period shall be inspected and shall continue through the contract term. If due to rounding the number of required inspections does not equal 25%, the number of required inspections performed shall be rounded up and the maximum reimbursement limit will be increased accordingly. Reimbursement is allowable for the actual labor hours of the inspection activity including travel at the approved labor rate up to a maximum of three hours per dwelling.
5	If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the non-envelope sealing measures identified by this note.
6	Must be classified as mandatory if a gas or electrical safety hazard exists. Age of the appliance cannot be used as a criterion for replacement.
7	If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Cook Top and Free Standing Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled
8	Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven Cook Top and Free Standing Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license.
9	Repairs include cleaning and filter replacement.
10	These maximums apply to heating and cooling source and water heater repairs and replacements under ECIIP EHCS with the exceptions as noted in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 4. REIMBURSEMENT GUIDELINES, C. Weatherization and EHCS Specific, item 3). Duct repair and replacement is an allowable stand-alone measure when needed or triggered by Title 24 regulations under the weatherization program only. However, duct repairs and replacements can only be charged to ECIIP EHCS when provided in conjunction with heating/cooling services billed to EHCS when required under Title 24.
11	Costs that exceed the maximums in other categories of cooling and heating repairs and replacements cannot be charged to the line items reserved for other types of cooling and heating units not already listed.
12	Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.
13	Energy Conservation Measures and Activity Definitions are included in the CSD Weatherization Installation Standards (WIS), and EXHIBIT G, DEFINITIONS.
14	A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds thirty percent (30%) of replacement cost or existing unit is not a listed and labeled stove.
15	Per dwelling, attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.
16	When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.
17	Costs that exceed the maximums in Glass Replacement and Window Repairs cannot be charged to Minor Envelope Repair or Window Replacement. The maximum reimbursement for Window Replacement is an average of all dwellings receiving new windows. If costs should occur such that the average maximum is exceeded for Window Replacements, the additional costs cannot be charged to Minor Envelope Repair or Glass Replacement and Window Repairs.
18	When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.
19	Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.
20	Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.
21	Do not perform if dwelling has an operable evaporative cooler.
22	Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement. Contractor must contact CSD to schedule training.
23	Cabinet retrofits are only allowed for built-in microwaves that have been replaced and are reimbursable under Minor Envelope Repair.
24	Crawl space height shall be documented on the Weatherization Building Assessment and Job Order Sheet (CSD 540).
25	Manual Thermostats may be installed only if the old thermostat is inoperable and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving such services will not be able to operate and maintain the Programmable Thermostat properly.
26	Microwaves may be installed in dwellings with gas cooking appliances.
27	Contractors shall ensure the proper disposal of hazardous wastes products such as fluorescent light tubes, batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System-Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.

FOOTNOTES SECTION

(2011 LIHEAP)

28	CSD Policies and Procedures for electric base-load measures state that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain the manufacturer, make, and model and age of all replaced refrigerators. Age must be verified utilizing the Refrigerator Energy Use Data at www.waptac.org or other applicable resources per CSD WIS.
29	May be used by those Contractors that find that the per-square-foot rate under the other storm window categories is too high in comparison to the actual cost of materials within its service area.
30	Shop fees are used to cover incidental supplies that are difficult to track. Shop fees are allowed once per weatherized dwelling. Shop fees are not applicable for ECIP EHCS or reweatherized dwellings.
31	Only mileage exceeding a 60-mile round trip to the job site is reimbursable. Mileage is allowed once per weatherized dwelling.
32	The total cost per unit must be allocated to all units in the building being served by the central unit. Total costs of the central unit is subject to the sixty-six percent (66%) or fifty percent (50%) eligibility rule used to weatherize all units in a building.
33	Repairs and replacements are allowable on pre-existing and vented kitchen exhausts. New vented kitchen exhausts may be installed where one was not existing in mobile homes only.
34	One lodging and per diem claim filed for each dwelling is not limited by the number of crew members on the out-of-town job(s) and/or the number of nights required to stay to complete the out-of-town job(s). It is limited, however, to one trip by a crew for each weatherized or reweatherized dwelling. If more than one dwelling is weatherized during the single trip, the cost must be prorated among those units and shall be limited to that single trip.
35	General heat waste measures are intended to be low-cost items that can be quickly and easily installed. The weatherstripping for exterior doors only includes weatherstripping for door jambs and does not include door shoes or thresholds which are included in door repairs and replacements. If a blower door test is to be performed, these measures can be installed prior to the blower door test.
36	When installing an exterior door, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor. On any dwelling, an existing and functional deadbolt may be reinstalled in the replacement door, with reimbursement limited to labor for the reinstallation.
37	Quantities of installed smoke alarms are dictated by code and are limited by the higher of state or local building code requiring a higher number of alarms than state code must be on file at the agency for CSD review. Pre-existing smoke alarms are not to be replaced unless they are non-operable after battery replacement. Battery replacement is an allowable expenditure under this line item.
38	Lead-safe weatherization would include time related to completing the EPA reporting requirements by the EPA Certified Renovator.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS GTC 610

1. APPROVAL

This Agreement is of no force or effect until signed by both parties.

2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT

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

4. AUDIT

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

5. INDEMNIFICATION

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

EXHIBIT C
(Standard Agreement)

6. DISPUTES

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

7. TERMINATION FOR CAUSE

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

8. INDEPENDENT CONTRACTOR

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

9. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (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.

EXHIBIT C
(Standard Agreement)

10. CERTIFICATION CLAUSES

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

11. TIMELINESS

Time is of the essence in this Agreement.

12. COMPENSATION

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

13. GOVERNING LAW

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

14. CHILD SUPPORT COMPLIANCE ACT

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

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

15. UNENFORCEABLE PROVISION

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

EXHIBIT C
(Standard Agreement)

16. PRIORITY HIRING CONSIDERATIONS

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **TRAVEL AND PER DIEM**

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

2. **CERTIFICATIONS**

- A. Contractors' signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:
 - 1) Drug-Free Workplace Requirements, Contract Certification Clauses 307 (CCC-307)
 - 2) National Labor Relations Board Certification (CCC-307)
 - 3) Expatriate Corporations (CCC-307)
 - 4) Domestic Partners (CCC-307)
 - 5) Contractor Name Change (CCC-307)
 - 6) Resolution (CCC-307)
 - 7) Air or Water Pollution Violation (CCC-307)
 - 8) Information Integrity and Security (Department of Finance, Budget Letter 04-35)
 - 9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

EXHIBIT D
(Standard Agreement)

- B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov.
- C. Internal Control Certification

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

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

3. CONFLICT OF INTEREST

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

EXHIBIT D
(Standard Agreement)

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

4. CODES OF CONDUCT

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

EXHIBIT D
(Standard Agreement)

- B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

5. BOARD ROSTER, BYLAWS, RESOLUTION, AND MINUTES

- A. Upon execution of this Agreement, Contractor shall submit to CSD a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws. If Contractor is a nonprofit or public entity that qualifies as an eligible entity under the federal CSBG Act, then Contractor shall instead submit a roster, including contact information, of Executive Committee of the tripartite board. Contractor is responsible to notify CSD of any changes to the Committee roster within thirty (30) days of such occurrence.
- B. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Either a specific or current general resolution must be on file with CSD prior to CSD's finally executing this Agreement.
- D. Contractor shall submit to CSD the minutes from regularly scheduled meetings of the governing board and/or tripartite board no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the board's bylaws.

EXHIBIT D
(Standard Agreement)

- E. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

6. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the CSD Supplemental Audit Guide. The Supplemental Audit Guide is attached herein as Exhibit D, Attachment I. The Supplemental Audit Guide may be accessed at www.csd.ca.gov.

B. Audit Reports

- 1)
 - a. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended."
 - b. Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular A-133 shall:
 - i. Submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year; and
 - ii. Be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30 days written notice.
- 2) The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
- 3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

EXHIBIT D
(Standard Agreement)

- 4) Contractors shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter issued by the accountant, within nine (9) months of the end of the Contract year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

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

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

Electronic copy:
audits@csd.ca.gov.

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

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

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

EXHIBIT D
(Standard Agreement)

7. SUBCONTRACTS (CSD)

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

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.
- B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.
- C. Contractor shall immediately notify subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).

EXHIBIT D
(Standard Agreement)

- E. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
8. INSURANCE AND FIDELITY BOND
- A. General Requirements
- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
 - 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
 - 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
 - 4) New Certificates of Insurance are subject to review for content and form by CSD.
 - 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
 - 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
 - 7) The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required current insurance coverage being on file at CSD for this Agreement.

EXHIBIT D
(Standard Agreement)

B. Self-Insurance

- 1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.
- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel; stating that no changes have occurred from the last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.
- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

C. Workers' Compensation Insurance

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

D. Fidelity Bond

- 1) Contractor shall maintain a fidelity bond in the minimum amount of four percent (4%) of the total amount of consideration set forth under this Agreement.
- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

EXHIBIT D
(Standard Agreement)

E. General Liability Insurance

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

F. Vehicle Insurance

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

9. COMPLIANCE MONITORING

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.
- B. As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State LIHEAP program.

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(Standard Agreement)

- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.
- E. Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- F. In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

10. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT

A. Determination and Notice

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

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

- 1) constitutes fraud or gross negligence by Contractor or its agent(s);
- 2) is likely to result in significant waste and/or abuse of Federal funds;
- 3) has a significant adverse impact on Contractor's ability to meet its administrative, financial or programmatic duties and obligations over the term of the contract or a significant portion thereof;
- 4) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

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- 5) may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR
 - 6) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.
- C. For purposes of this section "enforcement action" means the imposition of any of the following: a) special conditions and/or sanctions, b) "high risk" designation; c) contract suspension; d) contract termination; or e) termination of service provider designation.
- D. Special Conditions and Sanctions
- 1) In addition to all other requirements set forth in this Agreement and/or in any guidance issued pursuant to this Agreement, CSD may impose special conditions, sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address a material breach of contract, as defined in Paragraph B, above.
 - 2) Special Conditions may include, but are not limited to:
 - a. obtaining training and/or technical assistance;
 - b. the imposition of special or additional reporting requirements;
 - c. the provision of documentation; AND/OR
 - d. the requirement to amend or modify systems, procedures, and/or policies;
 - 3) Sanctions may include, but are not limited to:
 - a. the suspension of advances and/or reimbursements; AND/OR
 - b. the issuance of stop work orders.
 - 4) The suspension of advances and/or reimbursements and the issuance of stop work orders are subject to the following provisions:
 - a. if Contractor elects to contest the action, Contractor shall have two working days following receipt of notice to show cause why the sanction should not be enforced;

EXHIBIT D
(Standard Agreement)

- b. CSD shall have two working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
- 5) Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes as set out below in order to resolve outstanding issues through the established regulatory process;
- 6) Should Contractor fail to submit in writing to show cause or fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.
- 7) Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
 - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
- 8) Enforcement Actions involving "High risk" Designation, Contract Suspension, Contract Termination and Termination of Service Provider Designation shall be initiated and conducted in accordance with the applicable provisions found in Title 22 California Code of Regulations § 100875 and other applicable State and federal statutes and regulations.
- 9) Lien Rights

The State retains lien rights on all funds advanced.

11. APPEAL PROCESS WHEN SPECIAL CONDITIONS ARE IMPOSED

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

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12. AGREEMENT CHANGES

A. Amendment

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

B. Minor Modifications

- 1) Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
- 2) Minor Modifications shall not affect the maximum limits set for specific line items under this Agreement, i.e., administrative costs, intake, outreach, and training and technical assistance.
- 3) Allowable modifications to this Agreement include:
 - a. Transferring of funds within each of the LIHEAP consideration programs and components, i.e., Weatherization, ECIP HCS, and/or ECIP/HEAP WPO.
 - b. Transferring of funds within the LIHEAP Nonconsideration program components, i.e., ECIP Fast Track and HEAP Electric and Gas.
 - c. Changes to the EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- 4) Contractor may elect to transfer funds between each of the LIHEAP consideration programs and components, i.e., Weatherization, ECIP HCS, and/or ECIP/HEAP WPO.
 - a. Funding transfers that exceed the 25 percent (25%) maximum for Weatherization are prohibited.

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- b. Contractors will be required to provide justification and reasoning where the transfer of funds results in program funding allocations that deviate from the statewide program funding ranges outlined below:

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

C. Time Restriction

After March 15 of each program year, Contractor shall offer Energy Crisis Intervention Program services, as specified in EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS or may request an amendment to reallocate any unspent ECIP funds into direct assistance payment services (HEAP – Electric and Gas, and WPO).

D. Process

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

13. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS

- A. Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the total consideration and non-consideration allocations by March 31, 2012. Achievement of the following expenditure goals shall occur as follows.

50% by July 30, 2011
75% by November 31, 2011
100% by March 31, 2012.

- B. CSD shall review Contractor's achievement of goals each month.
- C. If at the conclusion of the 50% performance benchmark Contractor has not met expenditure achievement goals, CSD shall notify Contractor that contract goals are not being met, and Contractor shall provide to CSD an immediate resolution.

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- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, then CSD shall notify the Contractor in writing that contract goals are not being met and that the Contractor has established a pattern of failing to meet expenditure goals. Contractor shall meet all goals inclusive to the next one-month period.
- E. If, at the conclusion of the November 30, 2011 reporting period, the Contractor has not achieved 75% of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter negotiations with the Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the State will redistribute such funds to an eligible performing Contractor within the general geographic region of the Contractor-of-record. In the event a performing Contractor does not exist in the general geographic region, then the State shall reserve the right to redistribute funds to a performing Contractor within the state. If negotiations result in a modified expiration of the contract, EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 1, BUDGET, item A., shall prevail.
- F. The term of this agreement will be no longer than fifteen (15) months. Contractor's request for an extension based on inability to expend funds will not be granted. However, the Director, at his or her sole discretion, may extend the contract term based on extenuating circumstances that occurred beyond the control of the Contractor. Contractor shall request the time extension in writing at least 30 days prior to the expiration of the contract.

14. DAVIS-BACON PROVISIONS

- A. Wages for individuals performing weatherization services under this Agreement shall be fully subject to prevailing wages under the Davis-Bacon Act when LIHEAP-funded weatherization and ECIP EHCS activities are leveraged with DOE ARRA funding to complete a weatherization project. Weatherization or EHCS services do not have to be provided concurrently but will be subject if the LIHEAP funded weatherization and/or ECIP HCS activities are required in order to complete the DOE WAP work as determined during the dwelling assessment.
- B. Wages for trainees and crew leaders or journey while installing weatherization and EHCS measures as part of on-the-job training shall be subject to the Davis-Bacon Act when the dwelling for which services are being provided is also being serviced by DOE ARRA.

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- C. When dwellings are leveraged with DOE ARRA, Contractor shall be required to comply with all applicable provisions of the Davis-Bacon Act (United States Code Title 40 – Public Buildings, Property, and Works, Subtitle II – Public Buildings and Works, Part A – General, Chapter 31 – General, Subchapter IV – Wage Rate Requirements) and related acts.
- D. Davis-Bacon Rates
- 1) The Davis-Bacon wage rates determined by the Federal Department of Labor (DOL) are included as ATTACHMENT IV to this Exhibit.
 - a. These rates represent the minimum wage rates to be paid to weatherization workers by county.
 - b. Weatherization work for purposes of this wage determination is defined as minor repairs, batt insulation, blown insulation, window and door repair, and weatherstripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors.
 - i. California DOL’s recent survey determined as a matter of prevailing practices that these duties are performed by a weatherization worker classification.
 - ii. Specialty weatherization work is the replacement of doors and windows; installation and repair of furnace/cooling (HVAC) systems, and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work. Classifications performing this work are also listed on the wage determination ATTACHMENT IV to this Exhibit.
 - iii. Contractor’s must track the amount of time a worker spends doing any of the tasks identified in EXHIBIT B, ATTACHMENT IV, and pay the appropriate wage rates as determined in ATTACHMENT IV to this Exhibit.

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- iv. Contractor shall ensure that employees and subcontractors performing work specific to the Basic Weatherization worker and the Doors & Windows Weatherization worker classifications are paid, at a minimum, the corresponding wage rates identified on ATTACHMENT IV to this Exhibit. The application and the use of the HVAC/Furnace/ Heating & Cooling Mechanic wage rates is limited to only those weatherization personnel directly performing activities assigned to this job classification.
 - c. The rates included in the Davis-Bacon Wage Determination, ATTACHMENT IV to this Exhibit are exclusively for residential project use only.
 - i. Commercial projects, defined as buildings five (5) or more stories, including apartment buildings and public housing buildings that meet this height, are excluded from this wage determination.
 - ii. Unless or until the U.S. DOE or the U.S. DOL issues clarification, Contractor may not conduct weatherization on commercial projects without written preapproval from CSD. Contractor must submit a written project proposal to CSD that is sufficient for evaluation by federal and state labor departments.
 - d. The rates included in the Davis-Bacon Wage Determination, ATTACHMENT IV to this Exhibit are effective as of March 1, 2010.
- E. Monitoring and Reporting of Davis-Bacon Provisions

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

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

**EXHIBIT D
(Standard Agreement)**

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

15. ATTACHMENTS TO THE CONTRACT

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

ATTACHMENT I	Supplemental Audit Guide
ATTACHMENT II	Davis-Bacon Act
ATTACHMENT III	Statement and Acknowledgement, Standard Form 1413
ATTACHMENT IV	U.S. Department of Labor Weatherization Wage Determinations
ATTACHMENT V	Davis-Bacon Wage Classifications by Measure
ATTACHMENT VI	2011 LIHEAP Approved Labor Rates for Units Leveraged with DOE ARRA

(2011 LIHEAP)

EXHIBIT D
(Standard Agreement)

ATTACHMENT I, SUPPLEMENTAL AUDIT GUIDE

(Please see the attached document.)

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 576-7109
(916) 263-1406 (FAX)
(916) 263-1402 (TDD)



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

From: CSD Audit Services Unit

Date: June 1, 2009

SUPPLEMENTAL AUDIT GUIDE**Introduction**

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

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

Auditor's Judgment

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

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

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

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

Subcontracts (All Contracts)

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

Weatherization Crew Hours (LIHEAP and DOE Contracts)

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

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

Prohibition on Lobbying

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

System of Internal Control

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

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

Administrative Cost Cap

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

Use of Indirect Cost Rates or Other Indirect Cost Methodology

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

Basis for Allocation of Costs

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

Going Concern and Subsequent Events

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

Representation Letter

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

Engagement Letter

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

Supplemental Statements

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

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

Auditing Standards and Reports

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

Testing of Transactions

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

- a. Contractor's internal control over the contract is effective and working as intended;
- b. Reported program expenditures are allowable and allocable;
- c. Reported expenditures conform to funding or program limitations or exclusions;
- d. Reported expenditures are not charged to, or reimbursed by, other programs or funding sources;

- e. Transactions are properly approved, reported, and supported by source documents;
- f. Reported expenditures were incurred within the appropriate contract term; and
- g. Contractor complied with applicable laws, regulations, and contract requirements.

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

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

- LIHEAP Contracts -

ACME COMMUNITY DEVELOPMENT, INC.
 SUPPLEMENTAL STATEMENT OF REVENUE AND EXPENDITURES
 CSD CONTRACT NO. 94BD-50XX (WX)
 FOR THE PERIOD JAN. 1, 1994 THROUGH DEC. 31, 1994

REVENUE	JAN 1, 1994 through JUNE 30, 1994	JUL 1, 1994 through DEC 31, 1994	Total Audited Costs	Total Reported Expenses	Total Budget
Grant Revenue	\$144,660	\$127,192	\$271,852		\$271,852
Interest Income	\$197	\$260	\$457		
Other Income			\$0		
Deferred Interest Earned	\$7,088		\$7,088		
Deferred Revenue Earned	\$34,004	\$39,219	\$73,223		
Deferred Grant Revenue	(\$39,416)	(\$76,422)	(\$115,838)		
Deferred Interest		(\$260)	(\$260)		
Total Revenue:	\$146,533	\$89,989	\$236,522		\$271,852
EXPENDITURES (1)					
Administration (8%)					
Salaries & Wages	\$4,458	\$2,378	\$6,836	\$7,196	\$10,300
Fringe Benefits	\$1,734	\$865	\$2,599	\$2,799	\$3,048
Facilities	\$1,680	\$1,229	\$2,909	\$2,909	\$3,000
Utilities					\$300
Equipment	\$796		\$796	\$2,150	
Telephone - Communications	\$107	\$67	\$174	\$269	\$700
Travel	\$1,401	(\$414)	\$987	\$987	\$1,500
Accounting					
Audit Costs	\$370	\$260	\$630	\$1,000	\$1,500
Insurance - Bonding			\$0		
Office Supplies	\$109	\$185	\$294	\$295	\$800
Miscellaneous	\$75	\$134	\$209	\$444	\$600
Total Administration Costs:	\$10,730	\$4,704	\$15,434	\$18,048	\$21,748
Program (92%)					
Outreach	\$6,850	\$6,850	\$13,700	\$12,041	\$13,800
Intake	\$8,835	\$8,545	\$17,380	\$23,262	\$28,800
Client Education & Counseling	\$7,462	\$2,569	\$10,031	\$11,041	\$12,100
Client Assistance	\$6,324	\$4,901	\$11,225	\$11,041	
Assessment					\$12,100
Salaries/ Wages/Labor	\$40,410	\$36,668	\$77,078	\$85,073	\$101,100
Fringe Benefits	\$16,802	\$16,550	\$33,352		
Weatherization Materials	\$17,250	\$6,304	\$23,554	\$23,554	\$13,084
Maintenance/Repair			\$0	\$297	\$500
Equipment Lease/Purchase/Rent	\$9,796	\$1,355	\$11,151	\$10,704	\$15,800
Travel			\$0	\$626	\$1,300
Storage	\$15,541		\$15,541	\$15,541	\$20,220
Space			\$0		
Insurance - Vehicular	\$5,424		\$5,424	\$9,126	\$21,300
Supplies	\$109	\$185	\$294		\$7,500
Utilities			\$0		\$1,500
Other	\$1,000	\$1,358	\$2,358	\$9,078	\$1,000
Total Program Costs:	\$135,803	\$85,285	\$221,088	\$211,383	\$250,104
Total Costs:	\$146,533	\$89,989	\$236,522	\$229,431	\$271,852

(1) Please note that the supplemental statements should be based on the budget line items contained in the contract and will need to be adjusted to incorporate the line items applicable to specific contracts.

ACME COMMUNITY DEVELOPMENT, INC. SUPPLEMENTAL
STATEMENT OF REVENUE AND EXPENDITURES CSD
CONTRACT NO. 94BD-50XX (ECIP)

FOR THE PERIOD JAN. 1, 1994 THROUGH DEC. 31, 1994

	JAN 1, 1994 through JUNE 30, 1994	JUL 1, 1994 through DEC 31, 1994	Total Audited Costs	Total Reported Expenses	Total Budget
REVENUE					
Grant Revenue	\$207,835	\$269,800	\$477,635		\$477,635
Interest Income	\$414		\$414		
Other Income		\$260	\$260		
Deferred Interest Earned	\$3,089		\$3,089		
Deferred Revenue Earned					
Deferred Grant Revenue		(\$3,089)	(\$3,089)		
Deferred Interest		(\$674)	(\$674)		
Total Revenue:	\$211,338	\$266,297	\$477,635		\$477,635
EXPENDITURES (1)					
Administration (7%)					
Salaries & Wages	\$6,251	\$6,477	\$12,728	\$12,728	\$18,800
Fringe Benefits	\$1,889	\$2,181	\$4,070	\$4,070	\$5,634
Facilities	\$3,695	\$4,692	\$8,387	\$8,387	\$2,000
Utilities					\$600
Equipment					
Telephone - Communications	\$809	\$913	\$1,722	\$1,722	\$600
Travel	\$112	\$787	\$899	\$899	\$1,500
Accounting					
Audit Costs	\$684	\$772	\$1,456	\$1,456	\$2,500
Insurance - Bonding					
Office Supplies	\$481	\$544	\$1,025	\$1,025	\$800
Miscellaneous	\$521	\$588	\$1,109	\$1,109	\$1,000
Total Administration Costs:	\$14,442	\$16,954	\$31,396	\$31,396	\$33,434
Program (93%)					
Outreach				\$8,159	\$9,000
Intake				\$54,868	\$54,075
Client Education & Counseling				\$19,780	\$17,000
Client Assistance	\$155,107	\$205,401	\$360,508	\$360,508	\$358,226
Assessment					
Salaries/ Wages/Labor	\$27,911	\$28,915	\$56,826		
Fringe Benefits	\$10,745	\$12,407	\$23,152		
Contract Services	\$1,069	\$387	\$1,456		
Equipment Lease/Purchase/Rent	\$163	\$11	\$174		
Travel					
Space	\$529	\$671	\$1,200		
Miscellaneous				\$2,924	
Insurance - bonding **					\$1,900
Supplies **					\$2,000
Telephone Equip/System **					\$2,000
Program Operating Expenses					
Other	\$1,373	\$1,550	\$2,923		
Total Program Costs:	\$196,897	\$249,342	\$446,239	\$446,239	\$444,201
Total Costs:	\$211,339	\$266,296	\$477,635	\$477,635	\$477,635

** Miscellaneous specified

(1) Please note that the supplemental statements should be based on the budget line items contained in the contract and will need to be adjusted to incorporate the line items applicable to specific contracts.

(2011 LIHEAP)

EXHIBIT D
(Standard Agreement)

ATTACHMENT II, CLAUSE XX. DAVIS BACON ACT REQUIREMENTS

(Please see the attached document.)

**EXHIBIT D, ATTACHMENT II
DAVIS-BACON ACT**

CLAUSE XX. DAVIS-BACON ACT REQUIREMENTS

A. Definitions. For purposes of this Clause, Clause XX, Contract Work Hours and Safety Standards Act, and Clause XXXX, Recipient Functions, the following definitions are applicable:

- (1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.
- (2) *“Construction, alteration or repair”* means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
 - (a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (b) Painting and decorating; or
 - (c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- (3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower-tier subcontracts under the Contract.
- (4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.
- (6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (7) *“Site of the work”*—
 - (a) Means--
 - (i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and
 - (ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;
 - (b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—
 - (i) They are dedicated exclusively, or nearly so, to performance of the project; and
 - (ii) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and
 - (c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the “site of the work.” Such permanent, previously established facilities are not a part of the “site of the work” even if the operations for a period of time may be dedicated exclusively

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or nearly so, to the performance of an Award, Subaward, or Contract.

(8) *Subaward* means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient's procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of "Award" above.

(9) *Subrecipient* means a non-Federal entity that expends Federal awards received from a pass-through entity [Recipient] to carry out a Federal program, but does not include an individual that is a beneficiary of such a program. The term includes a Community Action Agency (CAA), local agency, or other entity to which a Subaward under the Award is made by a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the DBA work performed by all laborers and mechanics employed by contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant of the Recovery Act.

B. Davis-Bacon Act

(1)(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached to the Subaward or Contract and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Recipient, a Subrecipient, or Contractor and such laborers and mechanics.

(i) *Applicable to Recipient Only:* Prior to the issuance of the Subaward or Contract, the Recipient shall notify the Contracting Officer of the site of the work in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(ii) If the Subaward or Contract is or has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

(b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DBA on behalf of laborers or mechanics are considered wages paid to such laborers and mechanics, subject to the provisions of paragraph B(4) below; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(c) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the paragraph entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(d) The wage determination (including any additional classifications and wage rates conformed under paragraph B(2) of this Clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Subrecipient and Contractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2)(a) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Subaward or Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

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- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Subrecipient (and Contractor, when applicable) and the laborers and mechanics to be employed in the classification (if known), or their representatives agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of this agreement. If the Contracting Officer agrees with the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(c) In the event the Subrecipient (and Contractor, when applicable), and the laborers or mechanics to be employed in the classification, or their representatives, do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Subrecipient shall notify the Recipient. The Recipient shall notify the Contracting Officer of the disagreement. The Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs B(2)(b) or B(2)(c) of this Clause shall be paid to all workers performing work in the classification under the Award, Subaward, or Contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the Award, Subaward, or Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Subrecipient and Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Subrecipient or Contractor does not make payments to a trustee or other third person, the Subrecipient or Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Subrecipient or Contractor that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Subrecipient or Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

C. Rates of Wages

(1) The minimum wages to be paid laborers and mechanics under the Subaward or Contract involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to the Award, Subaward, or Contract.

(2) If the Subaward or Contract has been issued without a wage determination, the Recipient shall notify the Contracting Officer immediately of the site of the work under the Subaward or Contract in order for the

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appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

D. Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (4) of the provision entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Subrecipient or Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Subrecipient or Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2)(a) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Subrecipient. The Subrecipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Recipient. The Recipient shall submit weekly for each week in which any Subaward or Contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph D(1) of this Clause, except that the full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(b) The Recipient is responsible for the ensuring that all Subrecipients and Contractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this Clause. The Subrecipient is responsible for ensuring all Contractors, including lower tier subcontractors submit copies of payrolls and basic records as required by paragraph D, Payrolls and Basic Records, of this clause. Subrecipients and Contractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request for transmission to the Contracting Officer, the Recipient, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. The Recipient shall also obtain and provide the full social security number and current address of each covered worker upon request by the Contracting Officer or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Recipient to require a Subrecipient or Contractor to provide addresses and social security numbers to the Recipient for its own records, without weekly submission to the Contracting Officer.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Recipient, Subrecipient or Contractor or his or her agent who pays or supervises the payment of the persons employed under the Subaward or Contract and shall certify --

- (i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without

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rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Subaward or Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph D(2)(c) of this Clause.

(e) The falsification of any of the certifications in Paragraph D, Payrolls and Basic Records, of this Clause may subject the Recipient, Subrecipient or Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Recipient, Subrecipient, or Contractor shall make the records required under paragraph D(1) of this Clause available for inspection, copying, or transcription by the Contracting Officer, authorized representatives of the Contracting Officer, or the Department of Labor. The Subrecipient or Contractor shall permit the Contracting Officer, authorized representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Recipient, Subrecipient, or Contractor fails to submit the required records or to make them available, the Contracting Officer may, after written notice to the Recipient, Subrecipient, or Contractor take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

E. Withholding of Funds

(1) The DOE Contracting Officer shall, upon his or her or its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Recipient or any other contract or Federal Award with the same Recipient, on this or any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Recipient so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or a Contractor the full amount of wages required by the Award or Subaward or a Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

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F. Apprentices and Trainees

(1) Apprentices

(a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.

(c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(d) Where a Subrecipient or Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Subrecipient's or Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(e) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(f) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Subrecipient or Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees

(a) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval; evidenced by formal certification by (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees

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shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(c) In the event OATELS withdraws approval of a training program, the Subrecipient or Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this Clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

G. Compliance with Copeland Act Requirements

The Recipient, Subrecipient or Contractor shall comply with the requirements of 29 CFR Part 3 which are hereby incorporated by reference in the Award, Subaward or Contract.

H. Subawards and Contracts

(1) The Recipient, the Subrecipient and Contractor shall insert in the Subaward or any Contracts this Clause entitled "Davis-Bacon Act Requirements" and such other clauses as the Contracting Officer may require. The Recipient shall be responsible for ensuring compliance by any Subrecipient or Contractor with all of the requirements contained in this Clause. The Subrecipient shall be responsible for the compliance by Contractor with all of the requirements contained in this Clause.

(2) Within 14 days after issuance of a Subaward, the Recipient shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Subaward and Contract for construction within the United States, including the Subrecipient's and Contractor's signed and dated acknowledgment that this Clause has been included in the Subaward and any Contracts. The SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). Within 14 days after issuance of a Contract or lower-tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower-tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower-tier subcontracts. SF 1413 is available from the Contracting Officer or at [http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf). The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

I. Contract Termination -- Debarment

A breach of these provisions may be grounds for termination of the Award, Subaward, or Contract and for debarment as a Contractor or subcontractor as provided in 29 CFR 5.12.

J. Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in the Award, Subaward or Contract.

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes

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concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility

- (1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under an Award, Subaward or Contract must be submitted for approval in writing by the head of the federal contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the Award, Subaward or Contract. Any amount paid by the Subrecipient or Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Subrecipient or Contractor and shall not be reimbursed by the Recipient or Subrecipient. If the Government refuses to authorize the use of the overtime, the Subrecipient or Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

Clause XXX. Contract Work Hours and Safety Standards Act

This Clause entitled "Contract Work Hours and Safety Standards Act (CWHSSA)" shall apply to any Subaward or Contract in an amount in excess of \$100,000. As used in this CWHSSA Clause, the terms laborers and mechanics include watchmen and guards.

A. Overtime requirements. No Subrecipient or Contractor contracting for any part of the Subaward work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWHSSA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages.

- (1) The DOE Contracting Officer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Recipient on this or any other Federal Award or Federal contract with the

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same Recipient on any other federally-assisted Award or contract subject to the CWHSSA, which is held by the same Recipient such sums as may be determined to be necessary to satisfy any liabilities of such Recipient for unpaid wages and liquidated damages as provided in the clause set forth in CWHSSA, paragraph B of this Clause.

(2) The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause from any moneys payable on account of work performed by the Subrecipient or Contractor on this or any other federally assisted subaward or contract subject to the CWHSSA, which is held by the same Subrecipient or Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or Contractor for unpaid wages and liquidated damages as provided in clause set forth in CWHSSA, paragraph B of this Clause.

D. Subcontracts. The Subrecipient shall insert in a Contract and a Contractor shall insert in any lower tier subcontracts, the clauses set forth in these CWHSSA paragraphs (A) through (D) and also a provision requiring the Contractors to include this CWHSSA Clause in any lower tier subcontracts. The Recipient shall be responsible for compliance by any Subrecipient or Contractor, with the CWHSSA paragraphs A through D. The Subrecipient shall be responsible for compliance by any Contractor (including lower-tier subcontractors).

E. The Subrecipient or Contractor shall maintain payrolls and basic payrolls in accordance with Clause XX, Davis-Bacon Act Requirements, for all laborers and mechanics, including guards and watchmen working on the Subaward or Contracts. These records are subject to the requirements set forth in Clause XX, Davis-Bacon Requirements.

Clause XXXX. RECIPIENT FUNCTIONS

(1) On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

- (a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;
- (b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;
- (c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;
- (d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;
- (e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;
- (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
- (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
- (h) Provide copies of all records upon request by DOE or DOL in a timely manner.

(2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.

(3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

(2011 LIHEAP)

EXHIBIT D
(Standard Agreement)

ATTACHMENT III, STATEMENT AND ACKNOWLEDGMENT (Standard Form 1413)

(Please see the attached document.)

STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014
Expires: 5/31/2011

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat, (VIR), Regulatory and Federal Assistance Division, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, DC 20503.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
b. STREET ADDRESS			b. STREET ADDRESS		
c. CITY		d. STATE	e. ZIP CODE	c. CITY	

6. The prime contract does, does not contain the clause entitled "Contract Work Hours and Safety Standards Act - Overtime Compensation."

7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:

a. NAME OF AWARDING FIRM

b. DESCRIPTION OF WORK BY SUBCONTRACTOR

8. PROJECT	9. LOCATION
------------	-------------

10a. NAME OF PERSON SIGNING	11. BY (Signature)	12. DATE SIGNED
10b. TITLE OF PERSON SIGNING		

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

- | | |
|--|---|
| Contract Work Hours and Safety Standards Act - Overtime Compensation - (If included in prime contract see Block 6) | Davis-Bacon Act |
| Payrolls and Basic Records | Apprentices and Trainees |
| Withholding of Funds | Compliance with Copeland Act Requirements |
| Disputes Concerning Labor Standards | Subcontracts (Labor Standards) |
| Compliance with Davis-Bacon and Related Act Regulations | Contract Termination - Debarment |
| | Certification of Eligibility |

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A	C
B	D

15a. NAME OF PERSON SIGNING	16. BY (Signature)	17. DATE SIGNED
15b. TITLE OF PERSON SIGNING		

(2011 LIHEAP)

EXHIBIT D
(Standard Agreement)

**ATTACHMENT IV, PREVAILING WAGE DETERMINATION AND RESPONSE TO
REQUEST, U.S. DEPARTMENT OF LABOR**

(Please see the attached document.)

EXHIBIT D, ATTACHMENT IV



Request For Wage Determination And Response To Request
(Developed in Accordance with 29 CFR Part 1, 161 and Related Statutes)

U.S. Department of Labor
 Employment Standards Administration
 Wage and Hour Division

FOR DEPARTMENT OF LABOR USE

Response To Request

Use area determination issued for this area

This attached decision noted below is applicable to this project.

Decision Number

2009-CA-001

Date of Decision

12/11/2009

Expires

03/06/2010

Supervisor Decision Number

2009-CA-001

Approved

Shirley Ebbeser

Shirley Ebbeser, Director
 Division of Wage Determinations

Mail Your Request To:

U.S. Department of Labor
 Employment Standards Administration
 Wage and Hour Division
 Branch of Construction Contract Wage Determinations
 Washington, D.C. 20210

Requesting Office (Type, name and signature)
 Lisa Kuznik, Director of Wage Determinations

Department, Agency, or Bureau
 Department of Energy/Norfolk Energy Technology Laboratory

Date of Request
 08/17/2009

Estimated Advertising Date

Estimated Bid Opening Date

Estimated & Value of Contract

Under 1/2 MI 1 to 5 MI Over 5 MI
 1/2 to 1 MI Resid.

Address to which wage determination should be mailed. (Print or type)

3510 Collins Ferry Rd.
 PO Box 680
 Morgantown, WV 26507

Fax Number
 304-285-4683

Location of Project (City, County, State, Zip Code)

State of California - all counties

Description of Work (Be specific) (Print or type)

RESIDENTIAL WEATHERIZATION CONSTRUCTION

Describe the work to be performed. Minor repairs, batt insulation, blown insulation, window & door repair and weatherstripping; air sealing; caulking; replacement of windows, doors; furnace/cooling major overhaul or replacement; furnace/cooling tune-up and repair; electrical repairs; minor or incidental structural repairs; plumbing work; duct sealing; and/or repair and/or replacement.

CHECK OR LIST CRAFTS NEEDED
 (Attach continuation sheet if needed)

- Asbestos workers
- Boilermakers
- Bricklayers
- Carpenters
- Cement masons
- Electricians
- Glaziers
- Ironworkers
- Laborers (Specify classes)
- HVAC Mechanic
- Lathers
- Marble & tile setters, terrazzo workers
- Painters
- Pile-drivers
- Plasterers
- Plumbers
- Roofers
- Sheet metal workers
- Soft floor layers
- Steamfitters
- Welders-rate for craft
- Truck drivers
- Power equipment operators (Specify types)
- Weatherization Worker
- Other Crafts

S2009-CA-001

Issue Date: 12/11/2009

Exp. Date: 03/06/2010

CALIFORNIA RESIDENTIAL WEATHERIZATION WAGE DETERMINATION

This project wage determination is issued in response to a request from the Department of Energy (DOE) for prevailing wage rates specific to weatherization of residential structures as those structures are defined in the All Agency Memorandum 130 and 131. This wage determination has application only to weatherization construction projects on existing residential structures as described in the SF 308 submitted by DOE. The primary purpose of the project for which this wage determination is being issued is weatherization and is not for the renovation, repair, or new construction of residential structures. All other types of residential construction projects are subject to the published general residential wage determinations for the State of California found on www.wdol.gov.

General weatherization work for purposes of this wage determination is defined as minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors. In California, the Department's recent survey determined as a matter of prevailing practice that these duties are performed by a weatherization worker classification.

Additionally, specialty weatherization work is defined as the (1) replacement of doors and windows; (2) installation and repair of furnace/cooling (HVAC) systems and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work. In California, the Department's recent survey determined that the duties described by (1) above are performed by a Window and Door Replacement Worker, and by (2) above are performed by an HVAC worker.

Wage payment data submitted for the State of California included wage data information for a weatherization crew chief classification. This classification of worker is essentially a working foreman who performs the same tasks as the weatherization worker, but who is responsible for supervision, job oversight, forms completion, work assignments, and quality assurance. The additional duties are not "laborer or mechanic" work as defined by the Davis-Bacon and related Actis regulations, but are more supervisory in nature. The Department issues various classifications of workers when the duties are defined and distinct from all other classifications of workers on the wage determination. The "laborer or mechanic" duties of the crew chief are not sufficiently distinct to warrant the issuance of a separate classification on the wage determination. Moreover, the Department does not issue separate wage determinations based on a worker's skill, experience or individual training. Therefore, the weatherization crew chief is not listed as a separate classification of worker. The weatherization crew chief must be classified as a weatherization worker and paid at least the applicable wage determination rate of the weatherization worker when performing weatherization work. There is no restriction however to paying the weatherization crew chief more than the weatherization worker wage rate listed on the wage determination.

The rates listed on this wage determination are the minimum rates that may be paid the listed classification for the work performed. Wage rates are based strictly on work performed and are not based on the employee's level of experience, seniority, ability, etc. There are no levels of rates for this work. Workers performing the work described are due at least the minimum rates listed.

S.2009-CA-001

Issue Date: 12/11/2009

Exp. Date: 03/06/2010

The following is a key to the chart below. Each county in the state is listed in alphabetical order on the far left side of the chart. There are two main columns separated by a bold line with the left column labeled Weatherization Survey Wage Determination and the right column labeled Existing Residential Wage Determination.

The three classifications listed under the **Weatherization Survey Wage Determination** column are the classifications and rates determined to be prevailing for weatherization work and are based on wage data submitted in response to the weatherization survey. Weatherization work, as well as the specific duties that may be performed by these three classifications, is defined on this project decision. The rate information under each classification is the basic hourly rate and fringe benefit (if fringe benefits were found to be prevailing). If there is no wage rate or fringe benefit listed under the classification column, usually the HVAC Worker, then there was no data or insufficient data from which to establish a rate and/or fringe benefit for that classification. If the work performed by that classification is needed for the project, then an additional classification request (conformance) must be made. **NOTE:** Classifications and rates listed under the Existing Residential Wage Determination Column may not be used for unlisted classifications/work in the Weatherization Survey Wage Determination column. See below for the procedure for requesting additional classifications and the form to request these classifications.

The classifications listed under the **Existing Residential Wage Determination** column are those classifications and rates currently published as prevailing on the residential general wage determinations. These wage determinations may be found at www.wdol.gov. The classifications and rates listed under the Existing Residential Wage Determination column may be used on weatherization projects only in those situations where the work is different than that described for the three classifications listed under the **Weatherization Survey Column**. For example, when an electrician is needed to perform electrical work not associated with the installation, repair, or overhaul of furnace or cooling equipment, then the existing electrician classification and rate listed under this column may be used for that work. The rate information under each classification is the basic hourly rate and a fringe benefit (if fringe benefits were found to be prevailing). If there is no wage rate or fringe benefit listed under the classification column, then there was no data or insufficient data from which to establish a rate and/or fringe benefit for that classification. If that unlisted classification is needed for the project, then a request for an additional classification (conformance) should be made. See below for the procedure for requesting additional classifications and the form to request these classifications.

Any unlisted classifications and rates (conformances) needed for work not listed on the chart below may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)). The procedure for requesting approval of an unlisted classification and rate (conformance) as well as a "pdf" copy of the form (SF Form 1444) may be found at <http://www.dol.gov/esa/whd/recovery/>. The SF Form 1444 may be sent to the Department electronically, by facsimile, or by mail. Electronic submissions should be sent to 09WeatherizationSurvey@dol.gov. Facsimile submissions should be sent to (202) 693-1432. Mailed forms should be sent to the address listed in Block 1 of the SF Form 1444. Any SF Form 1444 submitted for weatherization projects should be marked as being for weatherization projects and the project decision being used for the project should also be submitted with the SF Form 1444.

S2009-CA-001

Issue Date: 12/11/2009

Exp. Date 03/06/2010

Counties	Weatherization Survey (S2009-CA-001)				Existing Residential Wage Determination (www.wdol.gov)		
	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter (Excludes Door and Window Replacement, and work listed as performed by weatherization worker)	Electrician (Excludes electrical work associated with HVAC installation, overhaul, and work listed as performed by weatherization worker)	Plumber (Excludes work associated with HVAC installation repair or overhaul and work listed as performed by a weatherization worker)	
Alameda	\$15.35+.50	\$24.73+10.34	\$20.00+.38	\$36.50+21.40	\$29.87+11.95+3%	\$45.96+24.90	
Alpine	\$11.18+.69	\$11.18+.69	\$17.93+1.54	\$13.00	\$12.67	\$10.25	
Amador	\$16.14+5.71	\$16.14+5.71	\$17.93+1.54	\$18.58+6.455	\$17.93+3.38+3%	\$19.72+6.71	
Butte	\$16.21+3.83	\$16.21+3.83	\$18.88+5.14	\$9.63+1.61	\$9.00	\$14.00+5.14	
Calaveras	\$16.14+5.71	\$16.14+5.71	\$17.93+1.54	\$29.27+20.96	\$26.72+10.65+3%	\$27.35+6.85	
Colusa	\$15.24+4.50	\$18.10+7.18	\$20.00	\$11.30+3.645	\$9.89+2.91		
Contra Costa	\$15.28	\$22.77+3.65	\$27.00+.52	\$36.50+21.40	\$29.87+11.95+3%	\$33.66+14.69	
Del Norte	\$13.00+.25	\$13.00+.25	\$20.00	\$19.08+6.915 \$19.23+6.955	\$18.80+5.53+3%	\$16.47+9.45	
El Dorado	\$13.97	\$13.97	\$18.88+5.14	\$29.27+20.96	\$29.87+11.95+3%	\$29.78+9.57	

Counties	Weatherization Survey (S2009-CA-001)					Existing Residential Wage Determination (www.wdol.gov)			
	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)			
Fresno	\$17.72+1.33	\$17.72+1.33	\$16.45+1.29	\$21.24+7.20	\$18.00+2.00+3%	\$34.25+18.43			
Glenn	\$15.24+4.50	\$18.10+7.18	\$17.93+1.54						
Humboldt	\$11.31+4.06	\$11.31+4.06	\$20.00	\$19.08+6.915	\$18.80+5.53+3%	\$16.47+9.45			
Imperial	\$10.00+2.77	\$10.00+2.77	\$24.00	\$21.00+10.58	\$32.45+11.08+3%	\$29.97+12.91			
Inyo	\$11.18+6.69	\$11.18+0.69	\$17.93+1.54	\$13.00	\$12.67	\$10.00+1.25			
Kern	\$27.39+1.51	\$27.39+1.51	\$26.91+5.62	\$21.24+7.20	\$32.15+15.09+3%	\$29.97+12.91			
Kings	\$14.24+2.39	\$14.24+2.39	\$16.45+1.29	\$7.25	\$7.73	\$8.25			
Lake	\$13.00+2.78	\$18.00+3.55	\$20.00	\$7.76	\$7.47	\$7.47			
Lassen	\$10.20+.94	\$10.20+.94	\$20.00	\$9.86	\$7.25+.905+1%	9.00+2.37			
Los Angeles	\$19.00+3.96	\$19.17+3.90	\$28.00+.39	\$21.00+10.58	\$20.20+7.74+3%	\$29.97+12.91			

Counties	Weatherization Survey (S2009-CA-001)				Existing Residential Wage Determination (www.wdol.gov)			
	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation, Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)		
Madera	\$12.02+3.85	\$12.14+3.94	\$16.45+1.29	\$21.24+7.20	\$31.35+13.70+3%	\$34.25+18.43		
Marin	\$15.46+1.07	\$18.00+3.55	\$27.00+.52	\$34.75+21.40	\$34.01+11.95+3%	\$40.80+22.60		
Mariposa	\$11.77+4.33	\$14.94+4.11	\$26.91+5.62	\$29.27+20.96	\$22.10+9.24+3%	\$27.35+6.85		
Mendocino	\$13.00+2.78	\$18.00+3.55	\$20.00	\$7.76	\$7.47	\$7.47		
Merced	\$12.02+3.85	\$12.14+3.94	\$16.45+1.29	\$21.24+7.20	\$19.50+13.30+6.5%	\$13.00+7.30		
Modoc	\$11.31+4.06	\$11.31+4.06	\$20.00	\$9.86	\$7.25+.905+1%	9.00+2.37		
Mono	\$11.18+.69	\$11.18+.69	\$17.93+1.54	\$13.00	\$12.67	\$10.00+1.25		
Monterey	\$15.39+.50	\$12.50+2.34	\$27.00+.52	\$30.62+20.96	\$29.87+11.94+3%	\$39.00+17.93		
Napa	\$15.14+1.09	\$18.00+3.55	\$27.00+.52	\$34.75+21.40	\$28.22+9.24+3%	\$30.60+17.10		
Nevada	\$19.56+3.83	\$19.56+3.83	\$20.00	\$29.27+20.96	\$38.43+11.40+3%	\$27.35+6.85		

Counties	Weatherization Survey (S2009-CA-001)				Existing Residential Wage Determination (www.wdol.gov)			
	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)		
Orange	\$21.15+4.13	\$28.55+87	\$28.00+3.99	\$21.00+10.58	\$19.00+7.26+3%	\$29.97+12.91		
Placer	\$15.00+60	\$15.00+0.60	\$18.88+5.14	\$29.77+21.40	\$29.87+11.95+3%	\$27.35+6.85		
Plumas	\$21.55+9.15	\$21.55+9.15	\$20.00	\$11.57	\$9.00	\$14.00		
Riverside	\$15.00	\$20.00	\$24.00	\$21.00+10.58	\$18.00+7.45+3%	\$29.97+12.91		
Sacramento	\$17.04+3.55	\$17.53+4.94	\$18.88+5.14	\$29.77+21.40	\$38.43+11.40+3%	\$27.35+6.85		
San Benito	\$15.57+91	\$12.50+2.34	\$27.00+52	\$30.62+21.40	\$29.87+11.95+3%	\$30.90+7.90		
San Bernardino	\$23.28+3.37	\$23.42+3.30	\$21.28+3.30	\$21.00+10.58	\$19.00+7.26+3%	\$29.97+12.91		
San Diego	\$16.62+10.27	\$16.62+10.27	\$17.10+1.43	\$37.28+10.58	\$37.35+11.08+3%	\$35.97+15.86		
San Francisco	\$17.08+93	\$21.90+2.60	\$27.00+57	\$36.50+21.40	\$29.87+11.95+3%	\$40.80+22.60		
San Joaquin	\$19.32+6.82	\$19.32+6.82	\$26.91+5.62	\$21.24+7.20	\$33.00+20.04+7.5%	\$13.00+7.30		

Weatherization Survey (S2009-CA-001)					Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)	
San Louis Obispo	\$16.71+4.45	\$16.71+4.45	\$20.19	\$21.00+10.58	\$17.75+4.50+3%	\$29.97+12.91	
San Mateo	\$16.44+3.89	\$17.00+5.45	\$27.00+.52	\$36.50+21.40	\$29.87+11.95+3%	\$27.35+6.85	
Santa Barbara	\$18.52	\$15.00	\$20.19	\$21.00+10.58	\$17.50+0.50+3%*	\$29.97+12.91	
Santa Clara	\$17.00+5.45	\$17.00+5.45	\$27.00+.57	\$36.50+21.40	\$29.87+11.95+3%	\$30.90+7.90	
Santa Cruz	\$15.41+.75	\$12.50+2.34	\$27.00+.57	\$30.62+20.96	\$29.87+11.95+3%	\$39.00+17.93	
Shasta	\$14.44+6.30	\$14.57+6.48	\$18.88+5.14	\$9.91	\$11.00+.39	\$10.00	
Sierra	\$21.55+9.15	\$21.55+9.15	\$20.00	\$8.50	\$10.00	\$7.25	
Siskiyou	\$12.00+5.50	\$12.00+5.50	\$20.00	\$9.91	\$11.00+.39	\$10.00	
Solano	\$15.23+1.03	\$18.00+3.55	\$27.00+.52	\$36.50+21.40	\$34.01+11.95+3%	\$30.60+17.10	
Sonoma	\$15.02+1.07	\$18.00+3.55	\$27.00+.52	\$36.50+21.40	\$84.01+11.95+3%	\$40.80+28.96	

Weatherization Survey (S2009-CA-001)					Existing Residential Wage Determination. (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Windows Replacement Worker	HVAC, Furnace, Heating & Cooling Repair, Installation Replacement Worker	Carpenter* (See Page 3)	Electrician* (See Page 3)	Plumber* (See Page 3)	
Stanislaus	\$14.82+1.22	\$15.09+3.84	\$26.91+5.62	\$21.24+7.20	\$19.50+13.30+6.5%	\$13.00+7.30	
Sutter	\$17.53+4.94	\$17.53+4.94	\$18.88+5.14	\$29.27+20.96	\$38.43+11.40+3%	\$34.50+17.93	
Tehama	\$14.44+6.90	\$14.57+6.48	\$20.00	\$8.56	\$10.12	\$9.67	
Trinity	\$15.24+4.50	\$18.10+7.18	\$20.00	\$8.56	\$10.12	\$9.67	
Tulare	\$8.00	\$8.00	\$14.67+1.38	\$21.24+7.20	\$31.35+13.70+3%	\$34.25+18.43	
Tuolumne	\$16.14+5.71	\$16.14+5.71	\$17.53+1.54	\$29.27+20.96	\$26.72+10.65+3%	\$34.50+17.93	
Ventura	\$25.00+5.29	\$25.00+5.29	\$20.19	\$21.00+10.58	\$33.55+13.25+3%	\$29.97+12.91	
Yolo	\$13.00+2.78	\$18.00+3.55	\$18.88+5.14	\$29.77+21.40	\$38.43+11.40+3%	\$29.79+9.57	
Yuba	\$17.53+4.94	\$17.53+4.94	\$18.88+5.41	\$29.27+20.96	\$29.87+11.95+3%	\$27.35+6.85	

(2011 LIHEAP)

EXHIBIT D
(Standard Agreement)

ATTACHMENT V, DAVIS-BACON WAGE CLASSIFICATIONS BY MEASURE

(Please see the attached document.)

EXHIBIT D
(Standard Agreement)

(2011 LIHEAP)

ATTACHMENT V: DAVIS-BACON WAGE CLASSIFICATIONS BY MEASURE

Measure	Prevailing Wage Classification
Assessments/Diagnostics	
Dwelling Assessment	N/A
Energy Audit	N/A
Combustion Appliance Safety Test	N/A
Blower Door Test	N/A
Duct Leakage Test	N/A
Contractor Post-Weatherization Inspection	N/A
Weatherization Work	
Attic Ventilation	Weatherization Worker
Boiler Repair	HVAC/Furnace/Heating & Cooling Mechanic
Boiler Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Carbon Monoxide Alarm	Weatherization Worker
Caulking	Weatherization Worker
Ceiling Fan	Electrician - General Residential Wage
Ceiling Insulation	Weatherization Worker
Compact Fluorescent Lamps - Hard Wire	Electrician - General Residential Wage
Compact Fluorescent Lamps - Thread Base	Weatherization Worker
Cooking Appliance Repair	Electrician - General Residential Wage
Cooking Appliance Replacement	Electrician - General Residential Wage
Cooling Repair	HVAC/Furnace/Heating & Cooling Mechanic
Cooling Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Cover Plate Gaskets	Weatherization Worker
Doors, Exterior (All Other Types)	Doors & Windows Weatherization Worker
Doors, Sliding Glass	Doors & Windows Weatherization Worker
Duct Insulation	Weatherization Worker
Duct Repair	Weatherization Worker
Duct Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Exterior Pipe Wrap	Weatherization Worker
Filter Replacement, Heating and Cooling Appliance	Weatherization Worker
Floor Foundation Venting	Weatherization Worker
Floor Insulation	Weatherization Worker
Glass Replacement	Doors & Windows Weatherization Worker
Heating Source Repair	HVAC/Furnace/Heating & Cooling Mechanic
Heating Source Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Hot Water Flow Restrictors and Showerheads	Weatherization Worker
Kitchen Exhaust Installation, Repair & Replacement	HVAC/Furnace/Heating & Cooling Mechanic
Kneewall Insulation	Weatherization Worker
Mechanical Ventilation	Electrician - General Residential Wage
Microwave Oven	Weatherization Worker
Minor Envelope Repair	Weatherization Worker
Refrigerator Replacement	Weatherization Worker
Refrigerator Replacement - Grounding Plug	Electrician - General Residential Wage

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(Standard Agreement)**

(2011 LIHEAP)

Measure	Prevailing Wage Classification
Shadescreens	Weatherization Worker
Shutters	Weatherization Worker
Storm Windows	Weatherization Worker
Thermostat	HVAC/Furnace/Heating & Cooling Mechanic
Timer, Electric Water Heater	Electrician - General Residential Wage
Tinted Window Film	Weatherization Worker
Torchiere Lamp	Weatherization Worker
Vent Cover, Interior	Weatherization Worker
Wall Insulation, Stucco and Wood	Weatherization Worker
Water Heater Blanket	Weatherization Worker
Water Heater Pipe Wrap	Weatherization Worker
Water Heater Repair	Plumber - General Residential Wage
Water Heater Replacement	Plumber - General Residential Wage
Weatherstripping	Weatherization Worker
Window Repairs and Replacement	Doors & Windows Weatherization Worker

(2011 LIHEAP)

EXHIBIT D
(Standard Agreement)

ATTACHMENT VI, 2011 LIHEAP APPROVED LABOR RATES FOR UNITS

(Please see the attached document.)

**2011 LIHEAP Approved Labor Rates for Units Leveraged with DOE ARRA
For Billing Purposes**

Agency	Approved Labor Rate (1)	Applicable only when leveraging occurs with DOE ARRA funds	
		Approved Weatherization Worker and Door/Windows Labor Rate (2)	Specialty Work (HVAC, Plumbing, Electrical) Labor Rate (3)
Amador/Tuolumne	\$ 54	\$ 54	\$ 75
Butte	\$ 51	\$ 51	\$ 55
Central Coast	\$ 69	\$ 69	\$ 85
CES	\$ 60	\$ 60	\$ 63
City of Berkeley	\$ 67	\$ 74	\$ 85
Contra Costa	\$ 67	\$ 67	\$ 85
CRP	\$ 67	\$ 67	\$ 94
CSET	\$ 52	\$ 52	\$ 85
CUI	\$ 57	\$ 61	\$ 92
CVOC	\$ 57	\$ 57	\$ 69
Del Norte	\$ 54	\$ 54	\$ 56
El Dorado	\$ 58	\$ 58	\$ 83
Fresno	\$ 54	\$ 54	\$ 54
Glenn	\$ 55	\$ 57	\$ 55
Great Northern	\$ 52	\$ 52	\$ 52
Inyo/Mono	\$ 57	\$ 57	\$ 57
Kern	\$ 57	\$ 63	\$ 89
Kings	\$ 50	\$ 51	\$ 50
Lassen	\$ 52	\$ 52	\$ 52
MAAC	\$ 57	\$ 61	\$ 92
Madera	\$ 55	\$ 55	\$ 85
Maravilla	\$ 60	\$ 60	\$ 63
Mariposa	\$ 54	\$ 54	\$ 67
Merced	\$ 54	\$ 54	\$ 70
Nevada	\$ 52	\$ 54	\$ 92
North Coast	\$ 67	\$ 67	\$ 97
Orange	\$ 59	\$ 64	\$ 68
PACE	\$ 60	\$ 60	\$ 63
Plumas	\$ 52	\$ 64	\$ 52

**2011 LIHEAP Approved Labor Rates for Units Leveraged with DOE ARRA
For Billing Purposes**

Agency	Approved Labor Rate (1)	Applicable only when leveraging occurs with DOE ARRA funds	
		Approved Weatherization Worker and Door/Windows Labor Rate (2)	Specialty Work (HVAC, Plumbing, Electrical) Labor Rate (3)
Project GO	\$ 58	\$ 58	\$ 83
Redwood (Humboldt)	\$ 54	\$ 54	\$ 56
Redwood (Modoc)	\$ 54	\$ 54	\$ 54
Riverside	\$ 58	\$ 58	\$ 60
Sacred Heart	\$ 69	\$ 69	\$ 85
San Bernardino	\$ 58	\$ 60	\$ 60
San Francisco	\$ 67	\$ 67	\$ 85
San Joaquin	\$ 59	\$ 60	\$ 100
San Luis Obispo	\$ 57	\$ 57	\$ 57
San Mateo	\$ 67	\$ 67	\$ 85
Santa Barbara	\$ 57	\$ 57	\$ 57
SHHIP	\$ 54	\$ 54	\$ 57
Spectrum	\$ 67	\$ 74	\$ 85
Ventura	\$ 63	\$ 67	\$ 91

Labor rates include factors for benefits, field supervision and support staff, overhead and downtime.

(1) Approved Labor Rates are based upon current EDD - OES Survey Data and are applicable to all weatherization and EHCS work not leveraged with DOE ARRA.

(2) Weatherization and Door/Window Worker Labor Rates are based upon the Department of Labor (DOL) Prevailing Wage Data. The higher of the Approved Labor Rate (EDD - OES) and the Weatherization and Door/Window Worker Labor Rate (DOL) was used and are applicable to all weatherization and EHCS work leveraged with DOE ARRA.

(3) Specialty Work Labor Rates are based upon the Department of Labor (DOL) Prevailing Wage Data (HVAC, Electric, Plumbing). The higher of the Approved Labor Rate (EDD - OES), Weatherization and Door/Window Worker Labor Rate (DOL) and Specialty Work Labor Rate was used and are applicable to all weatherization and EHCS work leveraged with DOE ARRA.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. **PROVISIONS FOR FEDERALLY FUNDED GRANTS**

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)).

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

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

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

EXHIBIT E
(Standard Agreement)

- 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 this EXHIBIT E. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

3. PROCUREMENT

A. Contract Administration

- 1) Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in EXHIBIT B of this Agreement. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR Part 92 (OMB Circular A-102 for state and local governments) and 45 CFR Part 74 (OMB Circular A-110 for nonprofit organizations) and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

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(Standard Agreement)

- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- 4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost exceeds \$5,000 or where the total contract amount exceeds \$100,000, three competitive bids/quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
- 5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
 - a. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
 - b. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 6) Noncompliance with any of the provisions in this Section 3. shall result in a disallowance of the costs of the procurement transaction.

EXHIBIT E
(Standard Agreement)

- 7) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of State-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
 - a. Maintaining insurance coverage against loss or damage to such property or equipment.
 - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

B. Limitation on Use of Funds

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

4. AFFIRMATIVE ACTION COMPLIANCE

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

5. NONDISCRIMINATION COMPLIANCE

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

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(Standard Agreement)

- 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.

6. PRIORITIZATION OF SERVICES

- A. Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP EHCS.
- B. Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years (5) and under are made aware of the assistance available under this Agreement.

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.

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(Standard Agreement)

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

8. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

- A. In addition to the compliance monitoring described above, any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor, CSD staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

EXHIBIT E
(Standard Agreement)

- B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefor.
 - C. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-35, as amended.
 - D. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).
9. FAIR HEARING PROCESS FOR ALLEGED VIOLATION OF THE CIVIL RIGHTS ACT AGAINST CONTRACTOR
- A. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
 - B. The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations (CFR), Section 81.1 et seq.
10. FAIR HEARING PROCESS FOR APPLICANTS FOR DENIAL OF BENEFITS BY CONTRACTOR: WEATHERIZATION, HEAP, AND ECIP
- A. Contractor shall provide all interested individuals equal opportunity to apply for the Low-Income Home Energy Assistance Program and shall not discourage any interested individual from submitting an application for LIHEAP assistance. Contractor shall act upon all applications in writing within fifteen (15) working days.
 - B. Pursuant to Title 22 of the California Code of Regulations, Section 100805, Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of Section 100805 subdivision (b), plus:

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- 1) Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and to CSD.
- 2) Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
- 3) Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of CSD's Energy Services Division.
- 4) Provisions to enable Contractor to collate information on denials and appeals in its regular program reporting.

11. COMPLAINT MANAGEMENT POLICIES AND PROCEDURES

- A. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
- B. Contractor shall ensure that all formal complaints are documented, and include the date, time, client name and address, and nature of the complaint, and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.
- C. If the Contractor's efforts did not result in a resolution, the Contractor may refer the client to the CSD Field Representative assigned to the Contractor. The Contractor shall contact the CSD Field Representative directly and explain the issue, actions taken to resolve the issue, and provide to the CSD Field Representative any supporting documentation that demonstrates the Contractor's attempts to resolve the issue.

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(Standard Agreement)

- D. If the Contractor believes that the complainant will contact the media, State or Federal oversight agency or Governor's Office regarding the complaint, Contractor shall immediately notify their CSD Field Representative.

12. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in 45 CFR Part 92 and 45 CFR Part 74 (OMB Circulars A-102, Subpart C, {"Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"} or A-110, Subpart C, Nonprofit Organizations), whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

EXHIBIT F
(Standard Agreement)

PROGRAMMATIC PROVISIONS

1. **SERVICE PRIORITY GUIDELINES**

- A. Contractor shall give first priority for services to those households with the highest energy burden and shall factor into its first priority for services those households with the following vulnerable populations: young children (ages 5 years or under), disabled, and elderly persons (ages 60 years or older).
- B. Contractor may give first priority for services to those households whose members have life-threatening emergencies.
- C. For the ECIP Fast Track and HEAP program components, Contractor shall assign prioritization points for Energy Burden, Vulnerable Populations, Household Income, and any Optional Agency-Defined categories as referenced in EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- D. Due to limited funding, Contractors are discouraged from providing either:
 - 1) Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
 - 2) Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors serving previously weatherized dwellings shall include the selection process for serving previously weatherized dwellings in EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- E. **Equitable Treatment**

Contractor shall assure that owners and renters receive equitable treatment under this program.

2. **OUTREACH AND INTAKE ACTIVITY GUIDELINES**

A. **Outreach**

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

**EXHIBIT F
(Standard Agreement)**

B. Intake

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

- 1) Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time.
- 2) Accept applications for assistance during regular business hours.
- 3) Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor.
- 4) Provide to low-income individuals who are physically infirm the means to submit applications for HEAP and ECIP without leaving their residences.
- 5) Provide intake only at sites accessible to the disabled.
- 6) Contractor shall utilize the Energy Intake Form as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and Department of Energy (DOE) program.

3. ASSURANCE 16 ACTIVITY GUIDELINES

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

A. Needs Assessment

Contractor shall conduct a needs assessment for each client that shall include computing the energy burden of each applicant's household and prioritizing households as described in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 1. SERVICE PRIORITY GUIDELINES, and EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.

EXHIBIT F
(Standard Agreement)

B. Client Education/Budget Counseling – General Requirements

Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS. Contractor shall include at least the following:

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

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

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

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(Standard Agreement)

D. Coordination

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

4. LIHEAP AGENCY PLAN

- A. Contractor shall submit an annual LIHEAP Agency Plan to CSD by September 30 of each calendar year or a later date as determined by CSD. The LIHEAP Agency Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.
- B. CSD will review the annual LIHEAP Agency Plan to ensure compliance with federal and state laws and departmental requirements.

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

- C. Specific sections and documents of the most current LIHEAP Agency Plan will be incorporated and referenced under EXHIBIT H of this Agreement, to include:

**EXHIBIT F
(Standard Agreement)**

- 1) Service Objectives and Goals by LIHEAP Component:
 - a. Weatherization, Weatherization Services:
 - i. Question 2. Projected number of dwellings by quarter;
 - ii. Question 3. Description of prioritizing weatherization services; and
 - iii. Question 5. Weatherization Energy Burden and Vulnerable Population Goals.
 - b. Energy Crisis Intervention Program (ECIP), ECIP Services:

Question 4. Modification to the typical heating and /or cooling season.
- 2) Agency Priority Plan indicating:
 - a. ECIP-FT/HEAP Projected Goals and Percentages of Vulnerable Populations;
 - b. ECIP-FT/HEAP Income Ranges and Points;
 - c. ECIP FT/HEAP Energy Burden Ranges and Points;
 - d. ECIP-FT/HEAP Vulnerable Populations and Points; and
 - e. ECIP-FT/HEAP Agency Defined Categories and Points.

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

5. HEAP/WPO ACTIVITY GUIDELINES

A. Applicant Eligibility

- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.

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(Standard Agreement)

- 2) 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.
 - 3) Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.
- B. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. 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.
- C. Contractor may establish a maximum benefit for WPO payments; such maximum shall be consistently applied.
- D. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.
- E. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:
- 1) Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only) (CSD 415) or Contractor's equivalent.
 - 2) Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
 - 3) CSD shall not make payments to clients for WPO assistance.
 - 4) Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- F. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- G. Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

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6. WEATHERIZATION ACTIVITY GUIDELINES

A. Applicant Eligibility

- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
- 2) Income 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 2011 LIHEAP Eligibility and Verification Guide at www.csd.ca.gov/programs.
- 3) Contractor shall certify a household's income eligibility prior to the delivery of all energy program services.
- 4) Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

B. Dwelling Eligibility

- 1) The certification shall remain in effect for a period of 120 days from the date the household is determined income eligible.
- 2) Contractor shall perform the assessment of weatherized dwellings within 120 days of the determination of the household's income eligibility to receive weatherization assistance services. In the event the Contractor is unable to perform the weatherization dwelling assessment within the 120-day period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility, prior to commencing the delivery of any form of weatherization assistance service including the dwelling assessment.
- 3) Contractor shall complete the post-combustion appliance safety test within sixty (60) days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

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- 4) Contractor shall complete weatherization services within six (6) months from the date of the original assessment of a dwelling. In the event the Contractor is unable to perform all weatherization services within the six-(6) month period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.
- 5) **Permission to Provide Services**
 - a. Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent prior to performing any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent or the Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent. At a minimum, the written documentation and/or notification shall include the following:
 - i. General permission to do assessment and weatherization work;
 - ii. Notification of specific work to be done before the work is done;
 - iii. Notification of significant structural and engineering changes; and
 - iv. Confirmation of work completed.
 - b. If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupied dwelling and/or from the owner of a rental unit prior to continuing with the scheduled work.
- 6) **Rent Increase Restrictions**
 - a. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

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- b. Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint including date complaint was made, date investigations began, and results.
- c. Should a complaint be found valid, Contractor shall obtain the amount equal to the weatherization work performed on that unit from the landlord and, if previously reimbursed from CSD, remit that amount to CSD along with details of the investigation.

7) Multi-Unit Dwellings

- a. In accordance with 10 CFR 440.22(b) (2), Contractor may weatherize a building containing rental dwelling units when not less than 66% (50% for duplexes and four-unit buildings) of the dwelling units in the building:
 - i. Are eligible dwelling units, or
 - ii. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.
- b. If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required.
- c. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$3,055 maximum average per unit.
- d. Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent for each complex and shall maintain a copy in each individual client file

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- e. Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.
 - f. The owner signed a copy of the Energy Service Agreement for Rental Units (CSD 515) or Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent, authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;
 - g. No undue or excessive enhancement shall occur to the value of the dwelling units.
 - h. The repair and replacement of heating appliances, cooking appliances, and water heaters shall be performed in unoccupied multi-unit dwellings under the LIHEAP weatherization program only if a dangerous indoor air quality condition is found to exist, e.g., carbon monoxide hazard or gas leak and/or fire hazard.
 - i. If a dangerous indoor air quality condition and/or fire hazard is found to exist under ECIP EHCS, Contractor may disable the appliance to eliminate the immediate hazard in accordance with ECIP Policy and Procedures, EXHIBIT F, ATTACHMENT I, and the CSD Weatherization Installation Standards and CSD Weatherization Policies and Procedures. No other ECIP EHCS activities are allowed.
 - ii. If the dwelling is later occupied with an eligible applicant, Contractor may provide the appliance services and upon the completion of service, shall report the dwelling as previously weatherized.
- 8) Previously Weatherized Dwellings
- a. Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

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- b. Completed weatherized dwellings under this Agreement and reported to CSD after January 1, 2011: Contractors can perform measures not previously installed with the initial weatherization service.
 - c. A previously applied measure may be reinstalled during its useful life term, as described on EXHIBIT B, ATTACHMENT IV, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file. If the useful life term has expired for the previously applied measure, then Contractor can provide the replacement measure under reweatherization without justification.
 - d. Unoccupied multi-unit dwellings previously weatherized in accordance with this Agreement and subsequently upon tenant occupation receives appliance repair and/or replacement services shall constitute a reweatherized dwelling.
 - e. If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Agreement. The dwelling and occupant eligibility must be recertified.
 - f. Contractor shall not report demographics for reweatherized dwellings when reweatherization services occurred during the same contract period.
- 9) Ineligible Dwellings
- a. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.
 - b. Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the Weatherization Building Assessment and Job Order Sheet (CSD 540) and signs the Energy Service Agreement for Rental Units (CSD 515), Service Agreements for Unoccupied Multi-Unit Dwellings (CSD 515D), or Contractor's equivalent as applicable.
 - c. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Agreement.

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C. Minimum Requirements for Weatherization Services

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

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D. Dwelling Assessments

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

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- i. The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this agreement. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable.
 - ii. The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention, and the offering of prescribed list of health and safety measures needed to remedy noted conditions.
 - iii. The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.
 - iv. Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subdivision D.6) b. below.
- b. Historic Preservation Review of Dwellings
- i. To ensure compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Agreement, the historic review shall be known as the Historic Preservation Review.
 - ii. The Contractor shall ensure that a Historic Preservation review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR 60.4.

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- iii. When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in Subdivision ii. Contractor shall initiate the Historic Preservation Review process as specified in CSD Historic Preservation Review Policy incorporated by reference to this Agreement, and available on the CSD website at www.csd.ca.gov.
- c. Combustion Appliance Safety (CAS) Tests
 - i. The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.
 - ii. If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install noninfiltration reduction measures.
- d. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.
 - i. Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral Form.
 - ii. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.
- E. Diagnostic Testing
 - 1) Contractor shall perform the blower door diagnostic testing only for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

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- 2) Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a preweatherization blower door test.
- 3) Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.
- 4) Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in this Exhibit F, Section 11, TRAINING REQUIREMENTS.
- 5) If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.

F. Health and Safety Measures

- 1) Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- 2) Contractor is authorized to mitigate health and safety hazards generated by combustion appliances, preserve or improve indoor air quality, and address knob-and-tube wiring. In addition to all provisions in this Agreement regarding Health and Safety Measures, Contractor must adhere to the attached Health and Safety Appliance Replacement Policy, ATTACHMENT III, to this EXHIBIT F, to seek reimbursement for replacing specified appliances.
- 3) Health or Safety Hazard Repair or Replacement, Carbon Monoxide/Alarm, and Priority Insulation measures must be installed in priority order. Other Priority measures must be installed before optional measures, and no measure shall be excluded, unless the:
 - a. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;
 - b. Dwelling already has that measure in place;
 - c. Measure cannot be properly installed;

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- d. Client refuses installation (client refusal is to be documented and placed in file);
 - e. Maximum dollar limit is reached; or
 - f. Measure is not needed or required.
- 4) After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Priority and Optional Measures. Non-Priority Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.
- 5) If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Priority Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:
- a. The combustion appliance is repaired or replaced; and
 - b. All remaining feasible Priority Measures are installed up to the maximum dollar limit.
- 6) If the dollar limit has not been reached in installing feasible Priority measures, Contractor may install optional measures.
- 7) Health and Safety Measures
- a. The following health and safety guidelines are applicable to heating and cooling appliance services delivered through the LIHEAP Weatherization component and are restricted to occupied SFD and/or MUD units:
 - i. A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source.
 - ii. A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.
 - b. Any and all health and safety heating/cooling appliance service shall be performed in accordance with the following guidelines:

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- i. All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and well being of individuals or the household.
 - ii. All such appliance replacements are further subject to the Health and Safety Appliance Replacement Policy, EXHIBIT F, ATTACHMENT III.
 - iii. For those conditions where a true crisis exists and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.
 - (a) Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.
 - (b) Occupant shall certify that all of the manufacturer's safety instructions will be abided by.
 - (c) Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.
 - iv. The age of a heating/cooling appliance shall not be used as a basis for replacement.
- c. Prior to the performance of any heating/cooling appliance service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
 - d. Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 30 percent (30%) of the cost of installing a new replacement unit.

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- e. If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.
- f. When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

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

A. Purpose of ECIP Funds

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

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

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B. Capacity and Responsibility to Provide Emergency Assistance

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

C. ECIP Fast Track and WPO

- 1) ECIP Fast Track and WPO Services shall be provided in accordance with EXHIBIT H, 2011 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- 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.

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

3) ECIP Fast Track Benefit Determination

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

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

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- 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.
 - d. Contractor shall provide full justification by documenting the client file(s) to include the amount of charges and verification by the utility company.
 - e. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved EXHIBIT H, 2011 AGENCY PRIORITY PLAN WEATHERIZATION AND ECIP-EHCS, and the 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. 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 may establish a maximum benefit for WPO payments; such maximum shall be consistently applied.
 - 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.

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

5) ECIP WPO Payment Guidelines Specific

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

D. ECIP Emergency Heating and Cooling Services (EHCS)

1) Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in Weatherization Activity Guidelines, EXHIBIT F.6.A.

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2) Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in Weatherization Activity Guidelines, EXHIBIT F6.B.

3) Dwelling Assessments

- a. Assessment of the dwelling shall meet all requirements as described in Weatherization Activity Guidelines, EXHIBIT F.6.D.
- b. Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

4) Allowable Services

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

- a. The applicant is income eligible and is able to submit the required documentation to complete the eligibility of the dwelling;
- b. The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;
- c. The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures, EXHIBIT F, ATTACHMENT I; 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, EXHIBIT F, ATTACHMENT I.

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.

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- 3) The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

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

- A. The Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy, EXHIBIT F, ATTACHMENT II, was developed by CSD to facilitate the delivery of allowable LIHEAP services, including utility assistance and weatherization, during a bona fide emergency. The policy includes guidelines and other criteria which, if followed, will authorize the Contractor to expend LIHEAP funds to respond to eligible beneficiaries impacted by the emergency.

The 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 nonbusiness hours, Contractor at its discretion may elect to activate the terms and conditions of SWEATS. The local activation of SWEATS will remain in effect until CSD's next official business day.

- B. Eligible households may receive the following SWEATS emergency services:

- 1) Utility Assistance
- 2) Temporary Shelter, Coats, and Blankets
- 3) Transportation Services
- 4) Portable Heating and Cooling Appliances and Generators

- C. For Applicant Eligibility, Service Provisions, Reimbursements, Reporting, and Record-keeping requirements, refer to EXHIBIT F, ATTACHMENT II - SWEATS Policy.

9. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

- A. Program Standards

- 1) Contractor shall adhere to all CSD program standards pursuant to the following documents and manuals which have been incorporated by reference and made part of this Agreement as if attached hereto:
 - a. CSD Low-Income Weatherization Assistance Program Policies;
 - b. CSD Weatherization Installation Standards (WIS);
 - c. CSD Inspection Policies and Procedures;

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- d. CSD LIHEAP/DOE Program Health and Safety Appliance Replacement Policy, EXHIBIT F, ATTACHMENT III;
 - e. ECIP Policy and Procedures, EXHIBIT F, ATTACHMENT I;
 - f. CSD Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy, EXHIBIT F, ATTACHMENT II; and
 - g. Official State and Federal Program Notices
- 2) In the event of disagreement between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

B. Regulations

- 1) Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement is not included in the manual and/or is more stringent.
- 2) All applicable dwellings shall be in compliance with California Energy Commission 2008 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.
- 3) Services provided to all applicable pre-1978 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- 4) All materials procured for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government or 45 CFR Part 74, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.
- 5) All materials must be in compliance with Department of Energy rules in 10 CFR 440, Appendix A.

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C. Title 24

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

D. Pre-1978 Dwellings

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

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10. QUALITY ASSURANCE

A. Certification

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

B. Post-Weatherization Inspections

- 1) Contractor shall perform Post-Weatherization Inspections on 25 percent (25%) of the total weatherized dwellings under this Agreement. Post-Weatherization Inspections shall be proportional to the number of completed units for each reporting period.
- 2) Contractors shall give priority to inspecting dwellings receiving the following weatherization services/measures:
 - a. Combustion Appliance Safety Testing;
 - b. Blower Door Testing;
 - c. Ceiling Insulation; and
 - d. Minor Envelope Repairs.
- 3) Post-inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with weatherization guidelines. At a minimum, the post-inspection shall review the following:
 - a. Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent to verify that all specified measures were accurately reported and invoiced to CSD;
 - b. All measures were completely installed in accordance with said terms and conditions of this Agreement. In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and/or the installation of a measure (nonfeasible measure) that may be in noncompliance with said standards and the terms and conditions of this Agreement;

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- c. Verification that the unit received blower door and duct leakage testing;
 - d. Inspection of all combustion appliances receiving combustion application safety testing; and
 - e. 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.
- 4) Contractor shall ensure that post-weatherization inspections are performed by trained staff successfully completing training requirements as specified in this Exhibit F, Section 11, TRAINING REQUIREMENTS.
 - 5) Inspector shall certify performed Post Weatherization Inspections of dwelling units by completing and signing Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in client file.
 - 6) Contractors 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-weatherization inspection activities.

C. Third-Party Inspections

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

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

D. Noncompliance

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

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- b. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
- c. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).
- d. Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

11. TRAINING REQUIREMENTS

- A. All training, as indicated by employee classification in ATTACHMENT IV shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where noted below.
- B. Training Provisions for New Staff of Contractor and Subcontractors with Prior Experience Providing Weatherization services under a CSD Program:
 - 1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization services pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in EXHIBIT F, SECTION 11.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.

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- 4) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.
 - a. Subsequent to successful completion of the Duct Leakage/Blower Door Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
 - b. Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

- 5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.
 - a. Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.
 - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

- 6) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training. Certificates of Completion shall be issued following completion of the second phase ("field portion") of the training.

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- a. Subsequent to successful completion of Field Assessment Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.
 - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
- a. Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.
 - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 8) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training.
- 9) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
- C. Training Provisions for Existing Staff of Contractor and Subcontractors with Prior CSD Experience Providing Weatherization Services under a CSD Program:

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- 1) For the purposes of this section, subcontractors must have prior experience providing weatherization services pursuant to a CSD program. Subcontractors who do not have prior weatherization services experience pursuant to a CSD program must follow the training provisions in EXHIBIT F, Section 11.D.
- 2) Existing weatherization employees of Contractor and subcontractors shall receive the Worksite Safety, Environmental Hazards Awareness, and Lead-Safe Weatherization Training.
- 3) Within 90 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors that have completed the following classes at a CSD-approved training center prior to the dates listed below. Employees for whom no training dates at a CSD-approved training center are recorded (but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs) shall be required to take and pass an online “test out” or receive the required CSD-approved trainings. Employees not completing the required diagnostic testing training or successfully “testing out” of the training shall no longer be able to perform the diagnostic tests.
 - a. Basic Weatherization – November 2003
 - b. Duct Blaster – April 2006
 - c. Blower Door – April 2006
- 4) Within 120 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors who perform the combustion appliance safety test and that have (1) completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006, or (2) who have no training dates recorded shall receive Combustion Appliance Safety Training.
 - a. Employees who received Combustion Appliance Safety Training prior to April 2006 through a CSD-approved training center may continue to perform the diagnostic testing; however, Contractor shall provide documentation verifying the past completion of the required training. Employees shall receive the training in order to continue performing the combustion appliance safety test after the required 120-day time period has lapsed or pass an online CAS test. Employees who have not completed the required CAS training or successfully “testing out” of the training shall no longer be able to perform diagnostic tests.

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- b. Employees who have never received the Combustion Appliance Safety Training through a CSD-approved training center shall not perform the combustion appliance safety test until the required training is received.
- 5) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform Assessments, Energy Audits, and/or Field Supervision shall receive Assessment Training.
- 6) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance Training.
- D. Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in EXHIBIT F, ATTACHMENT IV, prior to commencing unit production work.
- E. Training Provisions for Staff of Subcontractors Who Provide Specialty Services

All field employees of subcontractors who perform the of HVAC work for a Contractor are strongly encouraged to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of the Contractor to perform all pre-and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.
- F. For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.
- G. EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

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

H. Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

- 1) Current CSD Weatherization Installation Standards;
- 2) CSD Low-Income Weatherization Assistance Program Policies;
- 3) Other applicable policies and procedures; and
- 4) Official State and Federal Program Notices.

12. CONTRACTOR LICENSING

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

13. SPECIAL LICENSING - WEATHERIZATION

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

14. EPA CERTIFICATIONS

A. All Contractors shall be certified as an EPA Certified Firm in accordance with EPA's Regulation on Residential Property Renovations requirements (40 CFR 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are exempt from being certified as a firm.

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- B. Contractors shall have at least one certified renovator on staff who is trained by EPA-approved training providers. Contractors who subcontract all of their weatherization and ECIP EHCS services shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.
- C. Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

15. LEVERAGING ACTIVITIES

- A. Contractor is strongly encouraged to provide weatherization services to ECIP EHCS-serviced dwellings using LIHEAP, DOE, and/or utility-funded weatherization services excluding DOE ARRA.
- B. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in any order practical to the application of weatherization measures. Client files shall be documented accordingly.
- C. Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the LIHEAP Weatherization and/or the ECIP EHCS program is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall at a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.
- D. CSD ensures that this information will be utilized for the sole purpose of verifying the delivery of services. CSD also reserves the right to use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable standards and practices. Contractor shall ensure that duplicate billings for the same product or service do not occur.

16. RECORD-KEEPING RESPONSIBILITIES

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

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C. All Client Files – General Requirements

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

- 1) For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600) and supporting documents;
- 2) Energy Intake Form (CSD 43) or Contractor's equivalent. Priority points must be written in the designated space on the Intake Form;
- 3) Utility/energy bill(s) for all sources of energy used by qualified households;
- 4) Source documentation supporting eligibility; and
- 5) Client Education Confirmation of Receipt (CSD 321) or Contractor equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements.

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

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

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

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

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

- 1) Weatherization Building Assessment and Job Order Sheet (CSD 540) or Contractor's equivalent;

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- 2) Combustion Appliance Safety Inspection Form (CASIF);
- 3) Blower Door and Duct Blaster Data Sheet (BDDDBDS);
- 4) CSD Hazardous Correction Work Plan (HCWP);
- 5) CSD Weatherization Deferral Form and other source documentation supporting deferrals and appeals;
- 6) Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent;
- 7) ECIP Heating and Cooling Justification Form (CSD 57);
- 8) Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent;
- 9) Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent;
- 10) Service Agreement for Unoccupied Multi-Unit Dwelling, (CSD 515d) or Contractor's equivalent;
- 11) Contractor Post Weatherization Inspection Report (CSD 611);
- 12) Weatherization Inspection Report (WIR) (CSD 581);
- 13) Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent;
- 14) Required building permits, or building permit applications or documentation of permit cost; and a copy of the final permit with appropriate signatures;
- 15) Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;
- 16) Waivers from CSD to exceed maximum costs of weatherization measures;
- 17) Source documentation that substantiates all actual labor hours and all costs for labor and materials;
- 18) Source documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

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- 19) Source documentation that substantiates the criteria and basis for replacement of all gas and electric appliances including results of all required diagnostic tests results and the nonfeasibility of all mandatory measures not performed or installed;
 - 20) Source documentation indicating the manufacturer, manufacture date, make, and model of all replaced refrigerators;
 - 21) Source documentation and records substantiating mileage claims by individual weatherized SFD and MUD Unit;
 - 22) Source documentation substantiating the referral to CSD or non-CSD weatherization programs for units receiving ECIP EHCS services;
 - 23) Source documentation of HERS inspection;
 - 24) Source documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster; and
 - 25) All other documentation required by CSD Program Standards.
- F. Client Files – Severe Weather Energy Assistance and Transportation Services (SWEATS) Specific
- 1) Contractor shall maintain the following documents for each applicant receiving services under SWEATS, if applicable:
 - a. Severe Weather Energy Assistance and Transportation Services Intake Form (CSD 51) or Energy Intake Form (CSD 43) or Contractor's equivalent to CSD 43;
 - b. Temporary Emergency Portable Appliance Loan Agreement and Waiver (CSD 52); and
 - c. Source documentation and records substantiating mileage claims for units receiving services under SWEATS.
 - 2) Contractor shall maintain the following documents for each applicant receiving Utility Assistance services under SWEATS:
 - a. Severe Weather Energy Assistance and Transportation Services Intake Form (CSD 51) or Energy Intake Form (CSD 43) or Contractor's equivalent to CSD 43;
 - b. Documentation of utility charges at the time of intake; and

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- c. Source documentation that substantiates the household's economic hardship as a direct result of the disaster.

G. Weatherization and ECIP EHCS Specific

1) Labor and Materials

- a. Contractor shall maintain source documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.
- b. Contractor shall document all costs expended under this Agreement with purchase orders, inventory records, and payroll records identifying the funding source.
- c. Contractor shall maintain source documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD Weatherization Installation Standards and/or state, county, or local regulations.

2) Training

Contractor and subcontractors who perform weatherization and ECIP EHCS services are required to maintain a training log for current and former employees. The Weatherization Staff Training Log (CSD 784), or Contractor's equivalent, shall be used for this purpose. The training log shall document for each employee all training received and shall include for each training session/course the source/location, type/content, and completion date. The training log information for terminated employees must be maintained for a period of 18 months after termination date. Such training log shall be maintained in the Contractor's file and shall be made available for review by CSD upon request.

3) Equipment

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

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

H. Automation

- 1) Contractor shall use an automated application system capable of supporting LIHEAP's data collection and reporting requirements. Contractor must use ServTraq, ServTraqLITE, or equivalent software database transfer method to transmit client data to CSD. No database transfer will be accepted prior to the completion of ServTraqLITE training or, for those using a stand-alone database application, successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's data entry standards. Contractor shall assure that adequate files are maintained as required in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 16. RECORD-KEEPING RESPONSIBILITIES."
- 2) Contractor shall also be responsible for monitoring the CLASS online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing the State with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CLASS to reissue benefit(s).
- 3) Utilizing reporting options available within the CLASS On-Line System, Contractor shall be responsible for generating HEAP and ECIP (FastTrack) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

EXHIBIT F
(Standard Agreement)

17. ATTACHMENTS TO THE CONTRACT

The following documents are hereby attached to this Exhibit.

- | | | |
|----|----------------|--|
| A. | ATTACHMENT I | ECIP Policy and Procedures |
| B. | ATTACHMENT II | Severe Weather Energy Assistance and
Transportation Services (SWEATS) Policy |
| C. | ATTACHMENT III | CSD LIHEAP/DOE Weatherization Programs
Health and Safety Appliance Replacement Policy |
| D. | ATTACHMENT IV | Training Requirements Matrix |

(2011 LIHEAP)

EXHIBIT F
(Standard Agreement)

ATTACHMENT 1, ECIP POLICY AND PROCEDURES

(Please see the attached document.)

**EXHIBIT F – ATTACHMENT I
ECIP Policy and Procedures**

Purpose of Policy	Federal and state law requires CSD to allocate a portion of the total LIHEAP block grant allocation to provide an energy crisis intervention program (ECIP) that delivers timely and effective assistance to low-income individuals to resolve energy-related emergencies. The purpose of these criteria is to clarify the allowable uses of ECIP funds by energy service providers in California.
Definition of Emergency	<p>ECIP funds may only be used to resolve emergencies that fit the federal definition, including:</p> <ol style="list-style-type: none"> 1. A natural disaster (whether or not officially declared); 2. A significant home energy supply shortage or disruption; 3. An official declaration of a significant increase in: <ol style="list-style-type: none"> 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. <p>In those situations where there is <u>not</u> 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.</p>
Role of the LIHEAP Agency Plan	<p>CSD has expanded the LIHEAP Agency Plan to collect general information related to the delivery of LIHEAP services, including ECIP services, at the local level.</p> <p>The Agency Profile will include statistical information – including demographic, income and geographical information, fuel type usage, climate data, and historical service and budgetary data derived from local and statewide programmatic and fiscal reporting – which will be used to help support each local service provider’s priority plans and seasonal timeframes for delivering emergency heating and cooling services.</p> <p>This planning information is intended to enable each local service provider to support its service delivery plans and proposed budget allocations for emergency and nonemergency cash assistance, weatherization, emergency heating and cooling services, and outreach and education, based on information unique to the service area.</p>
Role of the ECIP Component in the LIHEAP Agency Plan	<p>The ECIP component of the LIHEAP Agency Plan is intended to guide the implementation and execution of the local service provider’s LIHEAP activities, including emergency heating and cooling activities.</p> <p>This component is designed to produce a detailed narrative to support the local service provider’s Fast Track/WPO, ECIP Heating and Cooling Services, and ECIP SWEATS plan for services and budget, based on its prioritization of goals to serve vulnerable populations and the local heating and cooling seasons, among other things.</p> <p>At the provider’s election, emergency heating and cooling services and emergency cash assistance may be prioritized according to vulnerable populations. The proposal for such prioritization shall be reasonably related to a current analysis of the local service area’s needs per the provider’s LIHEAP Agency Plan.</p>
Role of the ECIP	Vulnerable populations that may be considered include, but are not limited to:

**LIHEAP Agency
Plan (continued)**

1. Elderly (60 years old and over);
2. Young children (5 years old and under);
3. Disabled or proof of other medical necessity;
4. Households with the highest energy burdens.

**Requirements for
Charging to
EHCS**

To charge activities to emergency heating and cooling services (EHCS) under ECIP, local service providers must do all of the following throughout the program year:

1. Provide services, including outreach and eligibility and application processing, at sites that are geographically accessible to all households in the service area.
2. Within 48 hours after a household applies for ECIP benefits, provide assistance that will resolve the energy crisis if the household is eligible.
3. Within 18 hours after a household applies for ECIP benefits provides assistance that will resolve the energy crisis if the household is eligible and there is a life-threatening situation.
4. Ensure that the ability for any household in the service area to submit an application for ECIP benefits is not limited by physical disability or geographical barriers.
5. Provide education to clients experiencing an emergency, including information on potential health and safety hazards.

**Emergency
Heating and
Cooling Services
(EHCS)**

A. Allowable Services: ECIP funds may be used for the repair, replacement, and new installation for certain heating and cooling (HVAC) appliances and water-heating appliances identified by CSD, as long as there is documented proof that:

1. The applicant is income eligible and is able to submit the required documentation to complete the eligibility of the dwelling; AND
2. 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; AND
3. The appliance condition meets any one of the Appliance Repair/Replacement Criteria (see Section B below); AND
4. The services mitigate and completely resolve the emergency and satisfy the relevant Emergency Assistance Timeframes (see Section C below).

B. Appliance Repair/Replacement Criteria:

1. HVAC/Hazardous Condition: The repair or replacement of an HVAC appliance qualifies under ECIP if it has a hazardous condition that poses a direct risk of fire or dangerous indoor air quality, including:
 - a. High CO levels, as identified per CSD CAS Testing Standards.
 - b. Gas or refrigerant leak.
 - c. Cracked or defective heat exchanger that can elevate CO and/or cause CO to enter the living space.
 - d. Installation condition that violates a significant state or local building code, e.g., a wood-burning stove in a mobile home that draws combustion air from the living space.
 - e. Other hazardous condition, upon the preapproval of CSD.

**Emergency
Heating and**

2. HVAC/Hardship Cases: The replacement of an HVAC appliance qualifies under ECIP if using the existing appliance creates a hardship, including:

Cooling Services
(EHCS)
(continued)

- a. Wood-burning stove in the home of an elderly or disabled tenant who cannot physically handle the fuel.
 - b. No heating appliance is present (see Item 4 below).
3. Water Heater/Hazardous Condition: The repair or replacement of a Water Heating appliance qualifies under ECIP if it has a hazardous condition that poses a direct risk of fire or dangerous indoor air quality or living conditions, including:
- a. High CO level, as identified per CSD CAS Testing Standards.
 - b. Gas leak.
 - c. Installation condition violating a significant state or local building code, including improper clearances, inadequate combustion air supply, or nonconforming location and/or venting.
 - d. Ruptured tank and/or excessive water leakage from water heaters located within conditioned living areas. (Note: this does not authorize the use of ECIP funds to repair or replace leaking water heaters located in unconditioned areas, e.g., garage, exterior water heater closets.
 - e. Other hazardous condition, upon the preapproval of CSD.
4. Nonexistent or Inoperable Appliance: The repair or replacement of an HVAC or Water Heating appliance qualifies under ECIP if it is nonexistent or wholly inoperable, AND the applicant EITHER:
- a. Has a qualifying “medical condition” that requires temperature or climate control, as verified by a doctor’s recommendation or other objective evidence gathered at the time of application; OR
 - b. Is a member of a vulnerable population as identified in the LIHEAP Local Plan and the absence of the appliance creates an emergency health and safety need.

C. Emergency Assistance Timeframes

1. Mitigation: Mitigation is the “immediate action” taken in the short-term to address the emergency. An agency may charge all emergency heating and cooling services, including the eventual repair and replacement of an HVAC or Water Heating appliance, when the following mitigation is provided:
- a. Hazardous Conditions: For all hazardous conditions, the agency must, at a minimum, cap, or disable the HVAC appliance within eighteen (18) hours;
 - b. Provide education (if not already accomplished by another entity);
 - c. Temporary Portable Devices: For all hazardous, nonexistent, and inoperable HVAC appliances, the agency must offer to make available a temporary portable heating and/or cooling device to provide seasonally appropriate indoor climate control until the HVAC appliance is repaired or replaced, as follows:
 - i. Such device shall be offered within eighteen (18) hours to any applicant with a qualifying “medical condition” as described above;
 - ii. Such heating device shall be offered within eighteen (18) hours to any elderly or disabled applicant whose wood-burning stove is inoperable or is operable but handling the fuel is a physical hardship;
 - iii. Such device shall be offered within forty-eight (48) hours to all other applicants.
2. Decision to Repair or Replace Appliance: In recognition of the limited funds available for all LIHEAP services, including ECIP services, each agency is authorized to determine

Emergency
Heating and

Cooling Services (EHCS)
(continued)

whether or not it can repair or replace an individual hazardous, nonexistent, or inoperable HVAC or Water Heating appliance based on considerations such as eligibility, cost/budget, and the agency's own LIHEAP Agency Plan. Such determination shall be delivered in writing to each applicant for whom service cannot be provided no later than 30 calendar days after the initial assessment of the appliance.

3. **Repair and Replacement:** The repair and replacement of an HVAC appliance may be charged to ECIP when the agency can demonstrate that the repairs were scheduled and completed to the extent practicable ahead of all nonemergency weatherization, AND according to the LIHEAP Agency Plan, AND no later than the end of the appropriate heating or cooling season identified in the LIHEAP Agency Plan as follows:
 - a. The repair or replacement of a space heater must be completed no later than the end of the current or immediately upcoming heating season; OR
 - b. The repair or replacement of a cooler must be completed no later than the end of the current or immediately upcoming cooling season; OR
 - c. If a heater or cooler is repaired or replaced after the end of the current or immediately upcoming season, the agency must obtain CSD's preapproval by providing written justification for the delay, either on a case-by-case basis or in its LIHEAP Agency Plan. If CSD grants approval for delayed emergency heating and cooling services, the agency shall use its best efforts to make programmatic or fiscal adjustments in subsequent years to achieve the seasonal requirements.

Requirements for Charging to Fast Track/WPO

To charge activities to emergency heating and cooling services (EHCS) under ECIP, local service providers must do all of the following throughout the program year:

1. Provide outreach and general information to potential clients, including: eligibility, application processing, hours of operation, and other available resources to assist clients with managing utility expenses, i.e., utility-funded bill assistance programs, balance payment programs, and weatherization/home rehabilitation programs.
2. Provide education to clients experiencing an emergency, including education on potential health and safety hazards, and referral information to resolve the emergency situation.

Emergency Utility Assistance

A. **Allowable Services:** ECIP Funds may be used for cash subsidy assistance benefit for:

1. Electric and Gas (Fast Track);
2. Wood, Propane and Oil (WPO).

B. **Emergency Cash Assistance Criteria:** Documented proof is required that the applicant is an eligible LIHEAP beneficiary and is experiencing any one of the following qualifying emergency conditions to receive emergency utility assistance under ECIP:

1. Receipt of utility shutoff notice;
2. Utility or energy termination;
3. Insufficient funds to establish a new energy account;
4. Insufficient funds to pay a delinquent utility bill; or
5. Insufficient funds to pay for essential firewood, oil, propane.

Emergency Utility Assistance
(continued)

C. **Mitigation:** Mitigation is the "immediate action" taken in the short term to address the emergency. For utility assistance emergencies, mitigation shall include either the issuance of a direct benefit (to the client or utility provider) or the issuance of a payment commitment to the servicing utility provider within 18 hours from both the date of eligibility (qualification) determination and commitment to provide services by agency.

1. Natural Gas and Electric Utility Customers: For clients with a qualifying electric or natural gas energy service emergency, agencies may use Fast Track funds to assist in paying arrearage balances, service reconnections fees, and deposits up to a maximum benefit of \$1,000 in efforts of avoiding service disruption. Due to program limitations, it is conceivable that the amount of assistance necessary to resolve the emergency may extend beyond the scope of program and service ability of the service provider. In these instances, agencies shall, to the extent both feasible and practical, attempt to resolve the emergency by exploring client partial payment options and/or education and referral to other benefit providers.
2. Wood, Propane, and Oil Customers: For clients with a qualifying wood, propane, or oil energy emergency, agencies may use ECIP WPO funds to provide crisis intervention services, including the purchase of these energy commodities for distribution to qualified clients or the issuance of direct benefit assistance to either the qualified client or vendor (on behalf of the client).

D. Funding and Services Availability:

1. Because of California's diverse seasonal climates (heating and cooling seasons) combined with the fact that most delinquent utility bills often arrive beyond the periods of highest energy consumption, providers shall make utility cash assistance and emergency cash assistance services available throughout the full term of the contract—unless justified in its plan.
 2. Note: Agencies will be extended the flexibility to increase or decrease utility assistance program allocations throughout the term of the contract (budget modifications or amendments) in efforts to improve local responses to changing demands for services, climate events, and/or utility market events affecting consumer pricing and supply demand.
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(2011 LIHEAP)

EXHIBIT F
(Standard Agreement)

**ATTACHMENT II, SEVERE WEATHER ENERGY ASSISTANCE AND
TRANSPORTATION SERVICES (SWEATS) POLICY**

(Please see the attached document.)

EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****General Information**

Purpose	The purpose of the SWEATS Policy is to provide guidelines for Agencies' use of SWEATS-related emergency services.
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Intent	<p>The intent of SWEATS is to address the energy-related emergency needs of low-income households affected by a natural disaster.</p> <p>In general, SWEATS emergency services are to be viewed as temporary or interim measures only and are not intended to serve as a permanent solution to serving the long-term heating/cooling energy needs of low-income households beyond the present emergency or crisis.</p> <p>It is strongly encouraged that Contractors conduct follow up on clients receiving SWEATS emergency (temporary) heating/cooling services to ensure their health and safety until such time a more permanent solution can be offered to alleviate the health hazard condition.</p>
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Activation	<ol style="list-style-type: none"> 1. The activation of SWEATS services is at CSD's sole discretion. 2. Agencies may only implement SWEATS services upon CSD approval and notification that a particular event has triggered its use. 3. The official notification will identify the effective period for providing SWEATS services. 4. Agencies must submit to CSD a written statement specifying what steps they have taken to coordinate services with the local CSBG provider to respond to the low-income needs and ensure that the ECIP and CSBG funds are being maximized in response to the local emergency. 5. In the event a bona fide emergency occurs during CSD non-business hours, Contractor at its discretion can 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.
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SWEATS Service Provisions	<p>SWEATS service provisions include:</p> <ul style="list-style-type: none"> ✓ Utility Assistance ✓ Temporary Housing Services ✓ Transportation Services ✓ Temporary Heating and Cooling Appliances.
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EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

General Information, Continued

SWEATS Service Provisions (continued)	SWEATS service provisions are exempt from the priority plan requirements. However, agencies must exercise discretion for ensuring that the SWEATS services target qualified low-income households most impacted by the natural disaster and with the greatest need.
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Program Eligibility	<ol style="list-style-type: none"> 1. Eligible low-income households are defined as those experiencing an energy-related emergency as a direct result of a natural disaster. 2. To expedite the eligibility verification process, households may self-certify total household income by completing the SWEATS intake form (CSD 53). Clients must provide a written statement qualifying their economic hardship as a direct result of a natural disaster and the inability to manage household energy expenditures, i.e., unemployed, reduced work hours, with the exception to clients seeking SWEATS Utility Assistance. 3. Eligibility determination is not required for those clients receiving SWEATS transportation services to and from cooling centers or shelters. However, efforts should be made to limit services to eligible low-income households most at-risk.
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NOTE	<ol style="list-style-type: none"> 1. A social security number <u>is not required</u> to complete the SWEATS Utility Assistance form.
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EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****Service Provisions – SWEATS Utility Assistance****Allowable Services**

1. Agencies are allowed to provide SWEATS utility benefits only to those low-income families experiencing economic hardship as a direct result of a disaster and at-risk of losing energy services or unable to secure utility services.

The SWEATS benefit amount, NOT TO EXCEED \$1,000, is limited to:

- ✓ The amount due at the time of intake to the utility company in energy charges,
 - ✓ Reconnection fees, and
 - ✓ Other assessed utility fees surcharges.
2. SWEATS utility assistance benefits are entirely separate from HEAP, WPO, and Fast Track Utility assistance benefits and may be issued to an eligible household previously receiving a HEAP or Fast Track benefit within the current program year.
 3. Clients with their utilities included in rent are eligible to receive SWEATS utility assistance services. In these instances, the same eligibility and benefit guidelines apply with the exception that the agency will issue the benefit directly to the client.

SWEATS Benefit Responsibilities

Service Providers shall deliver SWEATS benefits directly to energy vendors and/or utility companies on behalf of clients whose energy sources are natural gas, electricity, or wood/propane/oil.

1. CSD will coordinate with the utility companies to accept new SWEATS Utility Assistance manual direct pay process.
2. Agencies shall complete the SWEATS Manual Direct Payment form (CSD 291) providing a compiled list of customers, accounts, and qualifying benefit amount for SWEAT utility assistance recipients.
3. A Service Provider shall submit completed Manual Direct Payment form and payment to utility company for account crediting.

Continued on next page

EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****Service Provisions – SWEATS Utility Assistance, Continued****LIHEAP
Flexibility**

Under this flexibility, SWEATS eligible households may self-certify their eligibility for HEAP and Fast Track services by:

1. Completing the CSD Energy Intake Form, CSD 43;
2. Affirming their low-income eligibility by stating their gross monthly income (on the intake form);
3. Indicating the utility service provider (utility company) in which to apply the LIHEAP assistance benefit;
4. Providing an estimation of the household's average energy expenditures for natural gas and/or electricity; and
5. Signing the application attesting the accuracy of the provided information and the applicant's income eligibility to participate in the program.

In order to enter self-certified HEAP and Fast Track applications into CLASS, Service Providers must obtain the required account information. e.g., account number, service address, and customer of record, to satisfy applicant data requirements and ensure the successful delivery of the benefit to client's utility account.

**Transferring
Funds**

1. If an Agency so chooses, it may transfer funds from the nonconsideration HEAP and/or Fast Track components of the LIHEAP contract into the SWEATS Utility assistance component.
 2. A budget modification will be necessary to accomplish the transfer of nonconsideration funds to the SWEATS Utility Assistance component. If you choose this option, please contact your Field Representative for further instructions. CSD will expedite the transfer of funds to facilitate immediate assistance.
 3. No budget modification will be required if the transfer is from a consideration component to the SWEATS component.
 4. Unspent funds – At the conclusion of this temporary option, CSD will contact your agency to facilitate the return of any unspent funds to the original nonconsideration component through a modification process.
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EXHIBIT F – ATTACHMENT II
Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy
Service Provisions – Temporary Shelter and Transportation

**Temporary
Shelter, Coats,
and Blankets**

1. Agencies are allowed to provide temporary shelter or house individuals in hotels, apartments, or other living situations in which homes have been destroyed or damaged, i.e., placing people in settings to preserve health and safety and to move them away from the energy crisis situation.
 2. Temporary shelter or housing expenses shall be limited to a maximum of five (5) days per eligible household.
 3. Agencies may also provide coats, blankets, and sleeping bags as tangible benefits to keep individuals warm.
-

**Transportation
Services**

Agencies are allowed to provide for transportation (cars, shuttles, buses) to transport low-income individuals to:

1. Cooling centers only during the summer months.
 2. Shelters, when health and safety is endangered by loss of access to heating or cooling, and
 3. Medical facilities to seek assistance and treatment for displaced low-income individuals residing in a temporary shelter.
 4. Allowable modes of transportation under the SWEATS program:
 - a. Agency-owned or leased vehicles,
 - b. Adequately insured staff vehicles,
 - c. Public transportation, and
 - d. Vehicles rented specifically for the sole purpose of transporting clients to cooling centers or hotels.
-

EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****Service Provisions – Portable Heating and Cooling Appliances****Purchases**

In accordance with LIHEAP contract procurement guidelines, agencies may purchase portable equipment for the purpose of creating a reserve of appliances to lend to clients on a temporary and interim basis when a SWEATS event occurs. Service Providers may purchase portable equipment under this policy prior to a designated SWEATS event.

The following portable equipment purchases are allowable under the SWEATS policy:

- ✓ Air Conditioners
- ✓ Evaporative Coolers
- ✓ Heaters
- ✓ Fans
- ✓ Generators.

Loaned Appliances

1. Priority shall be given to those persons dependent upon electrically powered medical equipment and/or other medical conditions, which would require crisis intervention services.
2. Portable heating and cooling equipment can be loaned to clients on a temporary basis until such time as:
 - a) The dwelling's heating and/or cooling appliance is repaired or replaced; or
 - b) The crisis or emergency has passed.
3. Generators can be held in reserve and loaned to clients for use during blackouts or other similar emergencies to sustain warm or cool indoor air temperatures and/or to mitigate other health and safety concerns.

Loaned Appliance Returns

1. It is the responsibility of the Contractor to contact the client to make arrangements for retrieval.
2. Clients are required to return the portable equipment to the Contractor before the installation of permanent heating and cooling services can ensue.

Continued on next page

EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****Service Provisions – Portable Heating and Cooling Appliances, Continued****Loaned
Appliance
Returns
(continued)**

3. At agency's discretion, the following portable appliances do not have to be returned:

Appliance	Cost
Space Heater	Less than \$75
Fan	Less than \$25

**Service
Responsibilities**

1. Many appliances that may be used for emergency service **do not** offer the energy-efficiency and safety benefits as compared to the long-term residential heating and cooling services offered under ECIP EHCS and weatherization.
2. In addition, many such appliances are not designed or intended to serve as the primary heating or cooling source for a residence. Therefore, Contractors shall exercise caution when rendering these appliances to ensure that clients are fully educated on the proper use, limitations, and maintenance of these appliances in accordance with manufacturer's instructions.
3. Contractor shall give priority to such clients for receiving weatherization and ECIP EHCS Services in the future.

**Disallowed
Services**

LIHEAP and/or SWEATS funds may not be used to provide emergency services that are not home energy-related, including:

1. Payments for water/sewage utility services;
2. Mortgage or rent assistance **UNLESS** assistance benefits are necessary costs to shelter individuals from the crisis situation for a **TEMPORARY** period of time not to exceed a maximum of five (5) days;
3. Ramps and wheelchairs;
4. Utility assistance for households housing displaced victims **UNLESS** the household is already low-income and qualifies for LIHEAP assistance;
5. School uniforms and school supplies;
6. Clothing (except for coats);
7. Mattresses, cots, air beds, and pillows;
8. Gift cards, phone cards, and food and department store vouchers/gift certificates;
9. Site clean-up to homes not occupied by low-income families and where the condition of the dwelling makes it ineligible to receive weatherization services, i.e., completely destroyed, major structural damage, etc.

EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****Reimbursable Expenses****Temporary Shelter, Coats, and Blankets**

Actual costs related to temporary shelter/housing (limited to five [5] days), coats, blankets, and sleeping bags are reimbursable expenses.

Transportation Services

The following expenses related to transportation to cooling centers or hotels are reimbursable:

1. Mileage accumulated from transporting low-income clients and those most at-risk to Cooling Centers or Hotels.
 2. Mileage is reimbursable at the current LIHEAP mileage rate and is not subject to the 60-mile round trip rule. The entire round trip from the vehicle storage site and back is chargeable to the program.
 3. Reimbursement for public transportation and vehicles rented specifically for the sole purpose of transporting clients to cooling centers or hotels are reimbursable at actual costs.
-

Portable Appliances

The following expenses related to temporary portable appliances are reimbursable:

1. Actual Costs of portable appliances purchased and held in reserve for loan to client can be charged to the program when acquired.
 2. Labor and Materials associated with the repair and maintenance of all portable heating and cooling appliances and generators held in reserve for purposes of loaning the appliances to clients on an interim basis is a chargeable expense. Repair and maintenance of appliances not part of the reserve inventory under terms of this policy must be absorbed through the approved labor rate.
 3. Labor costs incurred with the delivery and set-up of portable heating/cooling appliances and generators to clients, including labor expenses for agency staff (crewmembers and support staff) and subcontractors.
 4. Fuel expenses to run loaned generators are reimbursable.
 5. Contractors may claim a single travel credit to cover travel expenses for the delivery of loaned portable appliances/generators to Single-Family Dwellings (1 to 4 Units) and Multi-Unit Dwellings (5 or more Units).
 6. Mileage is reimbursable at the current LIHEAP long-distance mileage rate and is subject to the 60-mile round trip rule.
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EXHIBIT F – ATTACHMENT II
Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy
Reporting Requirements

Use of Forms Below are listed the forms and their use under the SWEATS program.

Utility Assistance

Form No.	Use
CSD 43	<u>Energy Intake Form</u> – Used for all utility assistance payments to capture all required eligibility information for SWEATS Utility service applicants including client demographics and income.
CSD 291	<u>Manual Direct Payment Form</u> – Used for utility assistance payments to list all customer names, accounts, and amount credited for utility company use.

SWEATS Portable Equipment Loan Program

Form No.	Use
CSD 51	<u>Severe Weather Energy Assistance and Transportation Services Intake Form</u> - Used for all portable appliance loans to capture client demographics, income, dwelling type, and type of portable equipment loaned.
CSD 52	<u>Portable Appliance Loan Agreement and Release and Waiver</u> – Used for all portable appliance loans by providing a description of equipment loaned and terms and conditions of the loan agreement. Agreement requires the signature of the client before the loaned appliance is provided.

Reimbursement

Form No.	Use
CSD 670	<u>Assurance 16/Intake/ECIP/HEAP Expenditure Activity Report</u> – Used for all SWEATS Services to report SWEATS Client Demographics and reimbursements for all SWEATS Services provided during the report period.

Continued on next page

EXHIBIT F – ATTACHMENT II**Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy****Reporting Requirements, Continued****Utility Assistance**

Expenditure reimbursements for the SWEATS Utility Assistance payments are to be reported in EARS under Section 240 – SWEATS Program Costs, Utility Assistance Payment.

1. Enter number of households served with utility assistance in the “# of Dwellings” column.
2. Enter total benefits paid in the “Rate or Materials or Fees” column.

Client Demographics – client demographics and income data conveyed on the Energy Intake Form (CSD 43), are to be reported under:

- ✓ Section 215– SWEATS HHs Assisted with Gross Monthly Incomes
 - ✓ Section 216– SWEATS HHs Assisted with at Least One Member who is part of a Vulnerable Population
 - ✓ Section 217– SWEATS Recipients – Number of People Assisted
 - ✓ Section 218– SWEATS Recipients – Serviced dwellings by type.
-

Temporary Shelter, Coats, Blankets

Contractor shall report temporary shelter/housing, coats, and blankets in EARS under Section 240 – SWEATS Program Costs.

1. Enter number of households served in the “# of Dwellings” column.
 2. Enter total cost for Shelter/Housing in the “Rate or Materials or Fees” column.
-

Transportation Services

When transportation is provided by agency, staff and rental vehicles, mileage is reportable in Section 240 – SWEATS Program Costs, Mileage to Cooling Centers or Hotels.

1. Enter the number of miles to be reimbursed under the “Units of Measure or Labor” column.
2. The mileage rate is preset. The total cost will be calculated according to the miles entered.

Costs for public transportation fares and rental vehicles (excluding fuel costs) are reportable in Section 240 – SWEATS Program Costs.

1. Enter number of households served in the “# of Dwellings” column.
 2. Enter total cost for transportation in the “Rate or Materials or Fees” column.
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EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Reporting Requirements – Portable Appliances, Continued

NOTE: If a client is loaned a portable appliance, the following information shall be reported even if the client subsequently receives ECIP EHCS or weatherization services.

**Purchase of
Portable
Appliances**

Expenditure reimbursement for the actual purchase cost of portable equipment and generators are to be reported under Section 240 – SWEATS Program Costs.

1. Enter the total number of appliances purchased under the “Dwellings” column.
 2. Enter the actual cost of equipment purchase under the “Rate or Materials or Fees” column.
-

**Loaned
Portable
Appliances**

Expenditure reimbursement for the loaned appliance is to be reported under Section 241 – SWEATS Loaned Appliances Program.

1. Enter the total dwellings under the “Dwellings” Column.
 2. Enter the total labor costs incurred (based on the approved LIHEAP labor rate and actual labor hours), if applicable under the “Units of Measure or Labor” column. **This should not include travel time.**
 3. If support labor is incurred and **no crew labor** is chargeable, then Contractors shall report actual support staff labor expenses under the “Other Labor” column.
-

**Repair and
Maintenance of
Loaned
Appliances**

Expenditure reimbursement for the repair and maintenance of loaned appliances is to be reported under Section 240 – SWEATS Program Costs.

1. Enter the total number of appliances that received repair/maintenance under the “Dwellings” column.
 2. Enter the total labor costs incurred based upon the approved labor rate and actual labor hours in accordance with current LIHEAP reimbursement guidelines under the “Unit of Measure or Labor” column.
 3. Enter the actual cost of materials used to repair/maintain appliance under the “Rate or Materials or Fees” column.
-

Continued on next page

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Reporting Requirements – Portable Appliances, Continued

Fuel for Loaned Generators	<p>Expenditure reimbursement for the cost of fuel supplied to clients for the temporary use of generators is to be reported for reimbursement under Section 241 – SWEATS Loaned Appliances Program.</p> <ol style="list-style-type: none"> 1. Enter the number of dwellings receiving fuel for loaned generators under the “# of Dwellings” column. 2. Enter the total labor costs incurred (based on the approved LIHEAP labor rate and actual labor hours), under the “Units of Measure or Labor” column. 3. Enter the cost of the fuel supplied, under the “Rate or Materials or Fees” column. 4. Enter any costs incurred for subcontractors. This should not include travel time. 5. If support labor is incurred and no crew labor is chargeable, then contactors shall report actual support staff labor expenses under the “Other Labor” column.
<hr/>	
Travel Credits	<p>Travel credit claims related to the delivery of loaned equipment are to be reported under Section 243– SWEATS Loaned Appliances Program. Enter the total number of dwellings receiving loaned equipment services for the reporting period under the appropriate dwelling type (Single Family or Multi-Unit).</p>
<hr/>	
Mileage	<p>Expenditure reimbursement for the cost of mileage that exceeds 30 miles one-way or 60 miles round trip to deliver a portable appliance or generator is to be reported under Section 243– SWEATS Loaned Appliances Program.</p>
<hr/>	
Client Demographics	<p>Client demographics and income data conveyed on the Intake Form (CSD 43) shall be reported in the same manner as Utility Assistance payments.</p>
<hr/>	

EXHIBIT F – ATTACHMENT II

Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy

Record-keeping Requirements

Utility Assistance

All SWEATS Utility Assistance client files must be maintained in the same manner as standard ECIP Fast Track clients. They shall include:

1. Energy Intake Form (CSD 43);
 2. Utility/energy bills or equivalent; and
 3. Written statement attesting to economic hardship.
-

Temporary Shelter, Coats, and Blankets

Service Providers are required to establish adequate documentation that the funds were used for allowable purchases.

Transportation Services

Mileage records must be maintained to substantiate the request for reimbursement. The log must include:

1. A log of client names receiving the transportation service;
 2. Type of transportation;
 3. The names and physical location of the cooling facilities and hotels; and
 4. Dates of when transportation services were rendered.
-

Portable AppliancesPortable Appliance Log

At a minimum, a log must be kept in such a manner that records the location of all portable appliances on loan and in reserve. This log shall also document the retirement or loss of reserve equipment, and permanently issued portable devices, e.g., fans and space heaters.

Portable Appliance Loan Agreement

All files for clients receiving temporary and permanently issued portable equipment for an emergency situation must include:

1. Energy Crisis Intervention Services Intake Form (CSD 51);
 2. Self-certification of client eligibility; and
 3. Portable Appliance Loan Agreement Release and Waiver (CSD 52)
 4. Mileage records, if applicable.
-

(2011 LIHEAP)

EXHIBIT F
(Standard Agreement)

**ATTACHMENT III, CSD LIHEAP/DOE WEATHERIZATION PROGRAMS HEALTH
AND SAFETY APPLIANCE REPLACEMENT POLICY**

(Please see the attached document.)

**EXHIBIT F – ATTACHMENT III
CSD LIHEAP/DOE Weatherization Programs
Health and Safety Appliance Replacement Policy**

Purpose

The purpose of this policy is to define the conditions and criteria for the replacement of specific appliances under CSD's LIHEAP and DOE Weatherization Programs. This policy sets conditions and criteria that are in addition to, and not instead of, all other provisions of the applicable contract, including but not limited to allowable expenditures under ECIP and SWEATS. Please cross-reference all applicable policies to determine the allowability of appliance replacements in any particular situation.

Space Heating Unit

Replacements may be performed under one of the following circumstances:

- Existing heating appliance poses a health and safety hazard; or
- Absence of a space heating appliance or an inoperable space heating appliance poses imminent harm to the safety and well being of the occupants.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 30% of replacement cost;
- Replacement parts to complete repair are obsolete and not available;
- CO hazard exists that cannot be corrected or repaired within the scope of the program;
- Cracked, damaged, improperly modified, or defective firebox/heat exchanger;
- Existing furnace in mobile home is not listed and approved for use in a mobile home (per current HUD Code), including an open combustion unit in the living space;
- Existing unit verified by a certified technician to be inoperable and cannot be repaired.

Replacements are subject to the following limitations:

- Limited to dwelling's primary space heating appliance;
 - Performed only in conjunction with weatherization services;
 - Age of the appliance is not a basis for replacement;
 - Repairs and replacements performed under DOE for non-health and safety reasons are considered Optional Measures and subject to the NEAT Energy Audit.
-

Wood-Burning Stoves

Replacements may be performed under one of the following circumstances:

- Existing stove poses a health and safety hazard; or
- Absence of the appliance or an inoperable appliance poses imminent harm to the safety and well being of the occupants.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 30% of replacement cost;
 - Replacement parts to complete repair are obsolete and not available;
-

Continued on next page

Health and Safety Appliance Replacement Policy, continued

Wood-Burning Stoves (continued)

- CO hazard exists that cannot be corrected or repaired within the scope of the program;
- Cracked, damaged, improperly modified, or defective firebox;
- Cracks in stove beyond repair and making it unsafe to operate;
- Defective door cannot be repaired or replaced;
- Existing wood stove in mobile home is not listed and approved for use in a mobile home (per current HUD code).

Replacements are subject to the following limitations:

- Limited to dwelling's primary heating or cooking appliance;
 - Performed only in conjunction with weatherization services;
 - Age of the appliance is not a basis for replacement;
 - Repairs and replacements performed under DOE for non-health and safety related reasons are considered Optional Measures and subject to the NEAT Energy Audit.
-

Central and Window/Wall Air Conditioners

Replacements may be performed under one of the following circumstances:

- Existing cooling appliance poses a health and safety hazard; or
- Absence of a cooling appliance or an inoperable cooling appliance poses imminent harm to the safety and well being of the occupants.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost and/or exceeds the scope of general maintenance (window wall A/C only);
- Repairs other than those listed exceed 50% of replacement cost (central A/C only);
- Replacement parts to complete repair are obsolete and not available;
- Existing unit is verified by a technician/contractor to be inoperable and cannot be repaired.

Replacements are subject to the following limitations:

- Limited to the dwelling's primary cooling appliance;
 - Performed only in conjunction with weatherization services;
 - Age of the appliance is not a basis for replacement;
 - Repairs and replacements performed under DOE for non-health and safety related reasons are considered Optional Measures and subject to the NEAT Energy Audit.
-

Evaporative Coolers

Replacements may be performed under one of the following circumstances:

- Existing cooling appliance poses a health and safety hazard; or
 - Absence of a cooling appliance or an inoperable cooling appliance poses imminent harm to the safety and well being of the occupants.
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Health and Safety Appliance Replacement Policy, continued

Evaporative Coolers (continued)

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost;
- Rusted and/or leaking pan not feasible to repair;
- Existing unit is undersized unit for the conditioned living space being cooled.

Replacements are subject to the following limitations:

- Limited to the dwelling's primary cooling appliance;
- Performed only in conjunction with weatherization services;
- Age of the appliance is not a basis for replacement.

Repairs and replacements performed under DOE for non-health and safety related reasons are considered Priority Measures (Zone 5 only) or Optional Measures subject to the NEAT Energy Audit.

Water Heating (Gas and Electric)

Replacements may be performed under the following circumstance:

- Existing water heating appliance or an inoperable water heating appliance poses a health and safety hazard.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost;
- Replacement parts to complete repair are obsolete and not available;
- CO hazard exists that cannot be corrected or repaired within the scope of the program;
- Mineral buildup inside the tank has significantly reduced efficiency/capacity;
- Tank is leaking water.

Replacements are subject to the following limitations:

- Limited to dwelling's primary water heating source;
- Performed only in conjunction with weatherization services;
- Age of the appliance is not a basis for replacement;
- Repairs and replacements for gas water heaters performed under DOE for non-health and safety related reasons are considered Optional Measures subject to the NEAT Energy Audit.

Repairs and replacements under DOE for non-health and safety related reasons are considered Mandatory Electric Base Load Measures.

Continued on next page

Health and Safety Appliance Replacement Policy, continued

Cooking Ranges (Gas and Electric)

Replacements may be performed under the following circumstance:

- Existing cooking appliance poses a health and safety hazard.

Condition of appliance must meet any one or more of the following criteria:

- Repair cost exceeds 50% of replacement cost within the scope of the program;
- Obsolete parts (replacements not available);
- CO hazard exists that cannot be corrected or repaired;
- Electrical hazard exists that cannot be corrected;
- Cook Top door does not close properly because it is sprung or otherwise damaged.

Replacements are subject to the following limitations:

- Limited to dwelling's primary cooking appliance;
 - Performed only in conjunction with weatherization services;
 - Age of the appliance is not a basis for replacement;
 - Repairs and replacements under DOE for non-health and safety related reasons are Optional Measures subject to the NEAT Energy Audit.
-

(2011 LIHEAP)

EXHIBIT F
(Standard Agreement)

ATTACHMENT IV, TRAINING REQUIREMENTS MATRIX

(Please see the attached document.)

EXHIBIT F
ATTACHMENT IV
Training Requirements Matrix

Training Series	Crew	Assessor	Inspector	Field Supervisor	Delivery
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 ²	X	X	X	On-line
Duct Sealing/Blower Door Diagnostics	X ²	X	X	X	Center
Duct Sealing/Blower Door Diagnostics Field Training ¹	X ²	X	X	X	Field
Pre-Combustion Appliance Safety	X ²	X	X	X	On-line
Combustion Appliance Safety	X ²	X	X	X	Center
Combustion Appliance Safety Field Training ¹	X ²	X	X	X	Field
Field Assessment (includes Energy Audit)		X		X	Field
Quality Assurance			X	X	Field
HUD-Approved Lead-Safe Weatherization ³	X	X	X	X	In-house

¹Additional 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.

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

³Only required if performing work on HUD units.

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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, activities associated with monitoring compliance of Davis-Bacon Act, 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.

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

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

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

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

CLASS: California LIHEAP Automated Services System.

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

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

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

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

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

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

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

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

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 minimis 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, and lead-safe weatherization materials.

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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. The intent of this program is to increase the energy efficiency of low-income dwellings, reduce the occupant's total residential energy expenditures, and improve their health and safety.

DOE Climate Zone: The Energy End Use and Integrated Statistics Division (EEUISD) developed the zones from seven distinct climate categories originally identified by the American Institute of Architects (AIA) for the U.S. Department of Energy and the U.S. Department of Housing and Urban Development. These climate zones are not to be confused with those established by the California Energy Commission (CEC) to meet Title 24 requirements.

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 fluorescent lamps and fixtures and replacement of older and inefficient refrigerators.

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

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- iv. Unemployment and layoffs;
- d. An official emergency declaration by the Secretary of Health and Human Services.

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

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

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

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

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

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

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

Final Allocation: The actual amount of funds available to Contractor under this Agreement, as calculated pursuant to Title 22, California Code of Regulations, § 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Agreement.

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

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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: evaporative cooler covers and air conditioner vent covers, 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. A malfunctioning HVAC appliance shall be examined by a qualified technician (i.e., C-20 HVAC contractor, or utility company gas service technician). Work shall be performed by a person licensed to perform such work. Special licensing may be required for the installation and/or repair of Evaporative Cooler, Air Conditioning, Gas and Electric Water Heaters, and HVAC systems if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations.

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. The measures include CO alarms, heating/cooling and water heater repairs and replacements, lead-safe weatherization and kitchen exhaust 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.

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

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.

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

Materials: Materials are those allowable items that are installed in or on the dwelling to promote energy conservation. All materials shall be in conformance with the CSD Weatherization Installation Standards and CFR Title 10 Part 440 Appendix A – Standards for Weatherization Materials. Materials are budgeted and reported under Direct Program Activities.

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

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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:

$$\begin{aligned} &\text{Program Costs} - (\text{Training \& Technical Assistance} + \text{Liability Insurance} + \\ &\text{Vehicles \& Equipment Purchases Over } \$5,000) + \text{Vehicles \& Equipment} \\ &\text{Amortization} = \\ &\text{Maximum Average Reimbursement} \end{aligned}$$

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

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

- a. Blower-door-identified infiltration repairs;
- b. Combustion air venting;
- c. Cover plate replacements;
- d. Exhaust fan repair or replacement;
- e. Floor repair for mobile home water heater;
- f. Knob-and-tube wiring "Notice of Survey by Electrical Contractor" and installation of simple overcurrent protection per the CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- g. Minor roof repairs and materials used to protect the materials installed from the weather;
- h. Mobile home skirting repairs to prevent animal infiltration;
- i. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers); and
- j. Range hood damper and fireplace chimney damper repair or installation.
- k. Exclusions:

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- i. Air conditioner and/or furnace cleaning and filter replacement;
- ii. Entrance door modification, repair, adjustments, and/or replacement and attendant hardware into conditioned areas including frames, thresholds, and doorstops.
- iii. Kitchen cabinet repairs and retrofits that are not associated with the replacement of a range, cook top, or previously installed microwave;
- iv. Kitchen exhaust systems;
- v. Repairs to the dwelling that do not contribute to sealing of the building envelope, including, but not limited to, handicap ramps and major roof repairs or sealment;
- vi. Sliding glass door repair and replacement;
- vii. Window and glass repair and replacement;
- viii. Any other measure that has a chargeable line item.

Mobile or Manufactured Home: A mobile, manufactured, or factory-built home is defined as a factory-built single family dwelling which includes plumbing and electrical systems, is built on a permanent chassis, and is connected to the required utilities. The unit must be at least 8 feet wide and 41.25 feet long (minimum of 320 square feet) and the wheels must be removed. The structure shall contain conditioned spaces including provisions for sleeping, eating, and cooking for one or more persons.

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

Multi Unit Dwellings: Defined as residential dwelling structures containing more than one residential unit, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and blower door diagnostics, Multi-Unit Dwellings are defined 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 DOE WAP Disaster Relief Plan, emergency services may be provided to low-income individuals and families

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affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

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

Nonprofit charitable organization: Is defined by the U.S. Tax Code as a 501(c) (3). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

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

Precertified 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.

Reweatherization: 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,

EXHIBIT G
(Standard Agreement)

a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD Inspection Policies and Procedures.

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

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

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

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

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

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

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

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

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

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

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

Weatherization Training and Its Related Costs: Training funded by the training and technical assistance allocation must have a direct application and benefit to Contractor's weatherization program and its assigned staff. Weatherization-related training activities are designed to ensure that weatherization crewmembers of the Contractor and Subcontractor are adequately trained in the safe and proper installation of weatherization measures. In particular, employees must be trained in lead-safe weatherization practices and combustion appliance safety (CAS) testing procedures. Costs associated with lead-safe weatherization, basic weatherization, blower door diagnostic, health and safety, CSD weatherization policies and procedures, and CAS trainings may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participation and attendance to policy advisory committees and workgroups.

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

(2011 LIHEAP)

**EXHIBIT H
(Standard Agreement)**

2011 AGENCY PRIORITY PLAN

(Please see the attached document.)

EXHIBIT H
2011 AGENCY PRIORITY PLAN
PERCENTAGE-BASED LIHEAP PROGRAM BUDGET PROPOSAL

Local Service Provider Name:		Contract Number:	
El Dorado County Department of Human Services		11B-XXXX	
Prepared By: NAME AND TITLE (please print)			
Star Walker, Program Coordinator			
Phone Number:	E-mail Address:	Fax Number:	
(530) 621-6255	star.walker@edcgov.us	(530) 295-2581	
SECTION 1 - ENERGY CRISIS INTERVENTION PROGRAM (ECIP) & HOME ENERGY ASSISTANCE PROGRAM (HEAP) ALLOCATION			Percent
Section 1 Instructions: For items 1.1 - 1.6, listed below, enter the funding level (as a %) your agency plans to allocate to each item under your 2011 LIHEAP contract. Remember: the percentages you enter in Section 1 must total 100!			
1.1	ECIP- Fast Track (Electric and Gas)	5.00	%
1.2	ECIP- Wood, Propane, and Oil	0.00	%
1.3	ECIP - Heating and Cooling Services	4.00	%
1.4	ECIP- Severe Weather Energy Assistance and Transportation Services	1.00	%
1.5	HEAP - Electric and Gas	45.00	%
1.6	HEAP - Wood, Propane, and Oil	45.00	%
TOTAL (Sections 1.1 through 1.6)		Must Equal 100% -->	100.00 %
SECTION 2 - LIHEAP LEVERAGING			Percent
Section 2 Instructions: For items 2.1 and 2.2, listed below, enter the funding level (as a %) your agency plans to allocate to each item under your 2011 LIHEAP contract. Remember: the percentages you enter in Section 2 must total 100! IF you enter a number in item 2.2, you must complete Section 3.			
2.1	Weatherization Allocation <i>(There is no cap on this line item. You can enter up to 100%)</i>	50.00	%
2.2	ECIP/HEAP Allocation	50.00	%
TOTAL (Sections 2.1 and 2.2)		100.00	%
SECTION 3 - LIHEAP LEVERAGING FUNDS - ECIP/HEAP ALLOCATION BREAKDOWN			Percent
Section 3 Instructions: If you entered a percentage in item 2.2, you must complete Section 3 to provide a breakdown of the leveraging funds you intend to allocate for ECIP/HEAP by subcomponent.			
3.1	ECIP - Fast Track (Electric and Gas)	0.00	%
3.2	ECIP - Wood, Propane, and Oil	0.00	%
3.3	ECIP - Heating and Cooling Services	0.00	%
3.4	ECIP - Severe Weather Emergency Assistance	0.00	%
3.5	HEAP - Electric and Gas	50.00	%
3.6	HEAP - Wood, Propane, and Oil	50.00	%
TOTAL (Sections 3.1 through 3.6)		100.00	%
Authorized person: (Print Name)	Daniel Nielson	Signature:	Date: 12/1/10

**EXHIBIT H
 2011 AGENCY PRIORITY PLAN
 ECIP FT and HEAP**

Contractor:			Contract Number:				
El Dorado County Department of Human Services							
Prepared By (Print Name/Title):		E-Mail Address:	Telephone Number:	Fax Number:			
Star Walker, Program Coordinator		star.walker@edcgov.us	530-621-6255	530-295-2581			
SECTION 1 - ECIP FT AND HEAP GOALS AND PERCENTAGES							
ECIP			HEAP				
1.a	ECIP-FT Projected Vulnerable Populations:	75%	1.c	HEAP Projected Vulnerable Populations:	75%		
1.b	ECIP-FT Projected Average Energy Burden:	15%	1.d	HEAP Projected Average Energy Burden:	15%		
SECTION 2 - ECIP FT AND HEAP INCOME RANGES AND POINTS							
ECIP-Required			HEAP-Required				
	Federal Poverty Groups			Federal Poverty Groups			
		Points			Points		
1.	Under 75%	4	1.	Under 75%	4		
2.	75% 100%	3	2.	75% 100%	3		
3.	101% 125%	2	3.	101% 125%	2		
4.	126% 150%	1	4.	126% 150%	1		
5.	Over 150%	1	5.	Over 150%	1		
SECTION 3 - ECIP FT AND HEAP ENERGY BURDEN RANGES AND POINTS							
ECIP			HEAP				
Required	From	To	Points	Required	From	To	Points
Range 1:	0%	5.9%	1	Range 1:	0%	5.9%	1
Range 2:	6.0%	9.9%	2	Range 2:	6.0%	9.9%	2
Range 3:	10.0%	14.9%	3	Range 3:	10.0%	14.9%	3
Range 4:	15.0%	150.0%	4	Range 4:	15.0%	150.0%	4
Optional	From	To	Points	Optional	From	To	Points
Range 5:	%	%		Range 5:	%	%	
Range 6:	%	%		Range 6:	%	%	
SECTION 4 - ECIP FT AND HEAP VULNERABLE POPULATIONS							
ECIP-FT				HEAP			
Required			Points	Required			Points
Elderly (60 Years or Older)			4	Elderly (60 Years or Older)			4
Disabled			3	Disabled			3
2 Years or Under			2	2 Years or Under			2
3 Years through 5 Years			2	3 Years through 5 Years			2
SECTION 5 - ECIP FT AND HEAP AGENCY DEFINED							
ECIP-FT				HEAP			
Optional			Points	Optional			Points
1	Special Medical Needs		4	1	Special Medical Needs		4
2				2			
3				3			
4				4			

**EXHIBIT H
 2011 AGENCY PRIORITY PLAN
 WEATHERIZATION AND ECIP-EHCS**

Contractor: El Dorado County Department of Human Services		Contract Number:	Telephone Number: 630-621-6255
Prepared By: (Name/Title) Star Walker, Program Coordinator	E-Mail Address: star.walker@edcgov.us		Fax Number: 630-295-2581

SECTION 1 - WEATHERIZATION GOALS AND PERCENTAGES			
1.a	Weatherization Projected Vulnerable Populations:	80 %	1.b Weatherization Projected Average Energy Burden: 16 %

SECTION 2 - WEATHERIZATION PRIORITIZATION OF SERVICES
 Describe your Agency's plan for prioritizing weatherization services to eligible households.

Priority will be given to eligible households with the highest-energy burden, households with the lowest incomes, households that include vulnerable persons, recipients of emergency heating/cooling services under the ECIP HCS and households that have not been previously weatherized under LIHEAP or DOE programs.

SECTION 3 - ECIP-EHCS HEATING AND COOLING SERVICE SEASONS
 If applicable, describe your Agency's plan for providing ECIP-EHCS services outside of your agency's typical heating and/or cooling season to eligible households or dwellings. Please note: Please refer to your Agency Profile for beginning and ending dates of the typical heating and cooling season.

N/A

EXHIBIT H
2011 AGENCY PRIORITY PLAN
LIHEAP Expenditure and Production Goals

Local Service Provider Name: El Dorado County Department of Human Services			Contract Number:	
Prepared By: NAME AND TITLE (please print) Star Walker, Program Coordinator				
Telephone Number: 530-621-6255		E-mail Address: star.walker@edcgov.us		Fax Number: 530-295-2581

County	Total %	Jan 1, 2011 to Mar 31, 2011	Apr 1, 2011 to Jun 30, 2011	Jul 1, 2011 to Sep 30, 2011*	Oct 1, 2011 to Dec 31, 2011	Jan 1, 2012 to Mar 31, 2012
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SECTION 1 - Total Weatherization Expenditures by County						
Enter the name of each county in your service territory on a separate line	This column will automatically total and should equal 100%	Enter a percentage	Enter a percentage	Enter a percentage	Enter a percentage	Enter a percentage
El Dorado County	100.00%	21.00%	21.00%	21.00%	16.00%	21.00%
Alpine County	100.00%	25.00%	25.00%	25.00%	0.00%	25.00%
	0.00%					
	0.00%					
	0.00%					
	0.00%					

* 50% of funds should be expended by Sep 30, 2011

SECTION 2 - Total Weatherization Unit Production by County						
Enter the name of each county in your service territory on a separate line	This column will automatically total	Enter a whole number	Enter a whole number	Enter a whole number	Enter a whole number	Enter a whole number
El Dorado County	384	79	79	79	68	79
Alpine County	8	2	2	2	0	2
	0					
	0					
	0					
	0					
	0					

SECTION 3 - Expenditure Goals for HEAP Electricity and Gas & Fast Track (aka non-consideration)						
Enter the name of each county in your service territory on a separate line	This column will automatically total and should equal 100%	Enter a percentage	Enter a percentage	Enter a percentage	Enter a percentage	Enter a percentage
El Dorado County	100.00%	21.00%	21.00%	21.00%	16.00%	21.00%
Alpine County	100.00%	25.00%	25.00%	25.00%	0.00%	25.00%
	0.00%					
	0.00%					
	0.00%					
	0.00%					
	0.00%					



EXHIBIT I
(Standard Agreement)

(2011 LIHEAP)

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

PROGRAM: Low-Income Home Energy Assistance Program

PERIOD: January 1, 2011 through March 31, 2012

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.

Title

Signature

Agency/Organization

Date

EXHIBIT I
(Standard Agreement)
DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

(2011 LIHEAP)

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

EXHIBIT I
(Standard Agreement)

(2011 LIHEAP)

Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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