

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (Rev. 6/03)

AGREEMENT NUMBER 13B-5007	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 Health and Human Services Agency
2. The term of this Agreement is: **January 1, 2013 through January 31, 2014**
3. The maximum amount of this Agreement is: **\$ 904,435.00**
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
 - Exhibit B - Budget Detail and Payment Provisions
Attachment I, Attachment II, Attachment III, and Attachment IV
 - Exhibit C - General Terms and Conditions
 - Exhibit D - Special Terms and Conditions
Attachment I, Attachment II
 - Exhibit E - Additional Provisions
 - Exhibit F - Programmatic Provisions
 - Exhibit G - Definitions
 - Exhibit H - 2013 Agency Priority Plan - Weatherization and ECIP-EHCS
 - Exhibit I - Certification Regarding Lobbying, Disclosure of Lobbying Activities
 - Exhibit J - References

RECEIVED
CONTRACT SERVICES UNIT
2013 MAR 18 PM 5:00

ATTEST: James S. Mitrish
Clerk of the Board of Supervisors

By Marcie MacFarland
Marcie MacFarland, Deputy Clerk

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) El Dorado County Health and Human Services Agency		<p>"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."</p> <p><i>[Signature]</i></p> <p><input type="checkbox"/> Exempt per _____</p>
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 3/5/13	
PRINTED NAME AND TITLE OF PERSON SIGNING Ron Briggs, Chair, El Dorado County Board of Supervisors		
ADDRESS 3057 Briw Rd #A, Placerville, CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 3/29/13	
PRINTED NAME AND TITLE OF PERSON SIGNING Ronn Kaiser, Chief Counsel		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. SCOPE OF WORK

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 6., 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 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. SERVICE AREA

The services shall be performed in the following service area:

Alpine and El Dorado Counties

3. ADDRESSES

Send all correspondence and relevant reports to:

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

The El Dorado County Officer or employee with responsibility for administering this contract is Daniel Nielson, Director, El Dorado County Health and Human Services Agency, or successor.

EXHIBIT A
(Standard Agreement)

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 Program Notice (CPN) No. XX-XX" posted at <https://providers.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 paragraph 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 paragraph D 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 subparagraph 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.

EXHIBIT A
(Standard Agreement)

- 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;

EXHIBIT A
(Standard Agreement)

- 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 <https://providers.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.

Contractors that provide services in Los Angeles and San Diego counties shall refer to the zip code listing located at <https://providers.csd.ca.gov> to determine the zip codes for their respective area.

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 Serviced 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
Updated January 18, 2011

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 2013 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) The Department has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

EXHIBIT B
(Standard Agreement)

- 5) The State shall authorize expenditures of funds under this Agreement based on the Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.
- 6) It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program or appropriates additional funds, this Agreement shall be amended to reflect any increase or decrease in funds.

2. BUDGET GUIDELINES

A. Budget and Allocation Forms

- 1) Upon execution of this Agreement, Contractor shall submit all budget and allocation forms attached to this EXHIBIT B, including the 2013 LIHEAP Weatherization Budget (CSD 557D), 2013 LIHEAP EHA-16 Program Budget (CSD 537E), and 2013 LIHEAP Nonconsideration Allocations (CSD 516), based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement.
- 2) In the event the LIHEAP annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in EXHIBIT G. When this Agreement is amended to reflect the Final Allocation, the budget and allocation forms shall be amended to reflect the actual annual allocation.

B. Weatherization Waiver

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

EXHIBIT B
(Standard Agreement)

C. Nonconsideration Allocation

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

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

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

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

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

D. Working Capital Advance and Major Purchase Advances

1) Working Capital Advance (WCA)

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

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

EXHIBIT B
(Standard Agreement)

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

EXHIBIT B
(Standard Agreement)

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

EXHIBIT B
(Standard Agreement)

2) Major Purchase Advances

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

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

3) Special LIHEAP Provisions

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

EXHIBIT B
(Standard Agreement)

4) Interest on Advances

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

E. Non-advance Payments and Offsets

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

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

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

G. HEAP Payments -- Electric and Gas

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

H. Program Income

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

EXHIBIT B
(Standard Agreement)

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

3. ALLOWABLE COSTS

A. Cost Reporting

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

EXHIBIT B
(Standard Agreement)

B. Administrative

1) General

- a. Administrative costs shall not exceed the amounts as set forth in Attachments I and II to this Exhibit. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Community Services Block Grant (CSBG) in excess of the CSBG contractual limitations.
- b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

- 2) Local governments shall use 2 CFR Part 225 (OMB Circular A-87, Cost Principles for State and Local Governments) as a guide for determining administrative costs.
- 3) Private, nonprofit corporations shall use 2 CFR Part 230 (OMB Circular A-122, Cost Principles for Nonprofit Organizations) as a guide for determining administrative costs.

4) Assurance 16, ECIP, and HEAP

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

5) Weatherization

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

6) Administrative Equipment More Than \$5,000—Acquisition Costs

- a. Acquisition costs shall mean the actual costs associated with the purchase of equipment over \$5,000 per unit used for administrative purposes.

EXHIBIT B
(Standard Agreement)

- b. CSD must pre-approve purchases or lease-purchase option of equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

C. Program Costs

1) General

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

2) Outreach

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

3) Intake

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

4) Assurance 16 Costs

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

5) Direct Program Activities

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

EXHIBIT B
(Standard Agreement)

6) ECIP Emergency Heating and Cooling Services (EHCS)

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

7) Workers Compensation

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

8) Liability Insurance

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

9) Training - Weatherization and ECIP-EHCS

- a. Training and technical assistance shall be allocated up to five percent (5%) of the total Weatherization allocation and up to two percent (2%) of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost.
- b. If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of Energy Program Data (EPD) System or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.
- c. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages. On-the-job training is not reimbursable when the labor hours associated with the training are charged to a Weatherization measure for reimbursement.

EXHIBIT B
(Standard Agreement)

- d. Crew members participating in on-the-job training or acting in a helper role shall be expensed to training and not to the installation of measures and will be charged at actual cost. The length of time for on-the-job training shall be in accordance with the Contractor's internal training program.
 - e. Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the TRAINING REQUIREMENTS Section of Exhibit F of this Agreement. Training may also include internal contractor training, safety training, attendance of weatherization-related training to include EPD System or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), CSD, and/or other organizations offering a component of weatherization training.
- 10) Major Vehicle and Field Equipment More Than \$5,000 – Acquisition Costs
- a. Acquisition Costs shall mean the actual costs associated with the purchase of vehicle and field office equipment over \$5,000 per unit used for the purpose of delivery of direct services.
 - b. CSD must pre-approve purchases or lease-purchase option of vehicles and field office equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).
- 11) Minor Vehicle and Field Equipment Less Than \$5,000 – Acquisition Costs
- Acquisition Costs shall mean the actual costs associated with the purchase of vehicle and field office equipment under \$5,000 per unit used for the purpose of delivery of direct services.
- 12) General Operating
- General and operating expenses shall mean those actual costs associated with the direct delivery of LIHEAP services and related facilities, office and computer equipment, office supplies, telephone, travel, and utilities that are directly allocable to those activities defined as allowable program costs.

EXHIBIT B
(Standard Agreement)

4. REIMBURSEMENT GUIDELINES

A. Claims for Reimbursement

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

B. Assurance 16

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

C. Wood, Propane, and Oil Assistance

1) HEAP WPO

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

EXHIBIT B
(Standard Agreement)

2) ECIP WPO

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

D. Weatherization and EHCS Specific

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

2) Contractor shall ensure that duplicate billings for the same product or service do not occur.

3) Maximum Reimbursements

a. Contractor shall be entitled to obtain a maximum average reimbursement of \$3,055 per dwelling unit weatherized for applying the energy conservation measures and activities described in ATTACHMENT IV to this Exhibit, Reimbursement Rates for Weatherization and EHCS Activities.

b. In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act or any federal official declares an emergency pursuant to 42 UCS 8622(1), the maximum average reimbursement shall be \$3,514 per dwelling unit.

c. For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

4) Measure Reimbursement

a. Measure Maximums

i. For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services up to the maximum reimbursement allowable.

EXHIBIT B
(Standard Agreement)

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

EXHIBIT B
(Standard Agreement)

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

EXHIBIT B
(Standard Agreement)

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

Contractor may claim reimbursement for renovator certification, defined as field-related costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.
- d. Heating and Cooling Services (HCS/EHCS)
 - i. If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.
 - ii. Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a re-weatherization call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

EXHIBIT B
(Standard Agreement)

- iii. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units within that building envelope.
 - iv. Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.
- e. Other Program Costs
- i. Wages—Field Staff

Contractor shall request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, building and prepping of weatherization materials away from the job site and downtime.
 - ii. Wages – Program Management and Support
 - (a). Contractor shall request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.
 - (b) Reported costs shall include labor costs associated with performing direct support in coordinating the delivery and tracking of direct program services, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, and coordination of subcontracted services.

EXHIBIT B
(Standard Agreement)

iii. Lodging and Per Diem

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

iv. Disposal Fees

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

v. Vehicle and Equipment Repair and Maintenance

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

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

vi. Historic Preservation Reviews

Historic Preservation Reviews means those expenses associated with the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

EXHIBIT B
(Standard Agreement)

vii. Clearance Inspections for HUD Units

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

5) Dwelling Status

a. Completed Units

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

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

iii. ECIP EHCS

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

EXHIBIT B
(Standard Agreement)

- iv. If Contractor is not able to complete weatherization or ECIP HCS direct services during the contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.
- b. Un-weatherized Dwellings
- i. Contractor may claim reimbursement for outreach and intake for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude installation of measures.
 - ii. Contractor may claim reimbursement for weatherization activities as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.
- c. Previously Weatherized Dwellings
- If the previous weatherization was performed under a nonfederal program or under this Agreement, the occupant eligibility must be certified; therefore, Contractor may claim outreach and intake costs.
- d. Leveraging with Non-Federal Funding
- Contractor may perform services and install energy conservation measures as per this Agreement and in accordance with requirements of another CSD and non-CSD funding source concurrently in the same dwelling as feasible and in the best interest of the client; however:
- i. Reimbursement for Weatherization or EHCS activities shall be claimed only once when LIHEAP and DOE WAP, or any other funding source, are used concurrently in the same unit.

EXHIBIT B
(Standard Agreement)

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

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

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

5. REPORTING REQUIREMENTS

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

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

B. Monthly Reports

- 1) Contractor shall submit to CSD Contractor's expenditures and activities (excluding ECIP Fast Track and HEAP Electric and Gas) by entry into the web-based, Expenditure Activity Reporting System (EARS). The monthly reports shall be submitted on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.
- 2) Expenditures for Assurance 16, Intake, ECIP WPO, ECIP EHCS, SWEATS, and HEAP program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure/Activity Report via EARS.
- 3) Expenditures for Weatherization shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure/Activity Report via EARS.
- 4) All adjustments, if any, must be reported through EARS under the report period in which the expenditures occurred.

EXHIBIT B
(Standard Agreement)

- 5) Contractor shall also submit to CSD client/job detailed data for services rendered under LIHEAP Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO for the monthly period in which the service activity occurred and reimbursement for the service activity is requested.
 - a. Utilizing the EPD System or equivalent software database collection system, Contractor shall submit monthly detailed client/job data separately from the EARS monthly activity/reimbursement reporting.
 - b. The client/job detailed data shall be sent electronically on or before the fifteenth calendar day following the reporting period in which direct service activity occurred.
 - c. The monthly EHA 16 Expenditure/Activity Report and the monthly Weatherization Expenditure/Activity Report will not be processed until CSD has reviewed and approved the Monthly Client/Job Detailed Data Report.

C. CSD Review

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

D. Close-out Report

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

EXHIBIT B
(Standard Agreement)

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

Contractors shall use a CSD 733F, LIHEAP Interest Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to CCR § 10085, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occur.
- 3) Any weatherization materials purchased with the funds under this Agreement and remaining at the expiration of this Agreement shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, the State shall be contacted for disposition instructions.

6. ATTACHMENTS TO THE CONTRACT

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

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

EXHIBIT B
(Standard Agreement)

ATTACHMENT I

2013 LIHEAP WEATHERIZATION BUDGET

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

Contractor: El Dorado County Health and Human Services Agency		Contract Number: 13B- 5007	Telephone Number: (530) 642-4893
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Prepared By: Name and Title (Please Print) Maki Ganno/Sr. Accountant	E-mail Address: maki.ganno@edcgov.us	Fax Number: (530) 621-2518	
10 - ADMINISTRATIVE BUDGET		COLUMN A	COLUMN B
1	Administrative Costs	\$ 15,859	\$ 26,431
2	Administrative Equipment (More than \$5,000)		
	Total Administrative Budget (Total of Lines 1 - 2)	\$ 15,859	\$ 26,431
20 - WEATHERIZATION PROGRAM BUDGET			
1	Intake (8% of Section 30)	\$ 15,859	\$ 26,431
2	Outreach (5% of Section 30)	9,912	16,520
3	Training and Technical Assistance	9,912	16,520
4	Direct Program Activities	136,434	229,732
5	Liability Insurance	2,700	2,700
6	Major Vehicle and Field Equipment (More than \$5,000)		
7	Minor Vehicle and Field Equipment (less than \$5,000)		
8	Workers' Compensation	1,060	1,060
9	General Operating Expenditures	6,500	11,000
	Total Weatherization Program Budget (Total of Lines 1 - 9)	\$ 182,377	\$ 303,963
30 - TOTAL BUDGET (Total of Sections 10 and 20)		\$ 198,236	\$ 330,394

INSTRUCTIONS
EXHIBIT B – ATTACHMENT I, 2013 LIHEAP WEATHERIZATION BUDGET
CSD 557D (Rev. 12/17/12)

10 – ADMINISTRATIVE BUDGET

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

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

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

20 – WEATHERIZATION PROGRAM BUDGET

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

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

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

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

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

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

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

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

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

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

Total Program Costs - The sum of lines 1 through 9 will auto-populate for Columns A and B.

30 – TOTAL BUDGET

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

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

Contractor: El Dorado County Health and Human Service Agency		Contract Number: 13B- 5007	Telephone Number: (530) 642-4893
Prepared By: Name and Title (Please Print) Maki Ganno/ Sr. Accountant		E-mail Address: maki.ganno@edcgov.us	Fax Number: (530) 621-2518
10 - ASSURANCE 16 BUDGET			
1	Assurance 16 Activities (5% of total allocation)	\$	66,078
20 - ADMINISTRATIVE BUDGET			
1	Administrative Costs (5% of total allocation)	\$	39,647
2	Administrative Equipment (More Than \$5,000)		
	TOTAL ECIP/HEAP Administrative Budget (Total of Lines 1 - 2)	\$	39,647
30 - INTAKE BUDGET			
1	Intake (8% of total allocation)	\$	67,915
40 - OUTREACH BUDGET (ECIP AND HEAP)			
1	Outreach (5% of ECIP/HEAP)	\$	42,447
50 - TRAINING AND TECHNICAL ASSISTANCE			
1	Training and Technical Assistance (2% of ECIP/HEAP)	\$	16,979
60 - ECIP/HEAP PROGRAM BUDGET			
1	ECIP EHCS Diagnostics	\$	500
2	ECIP EHCS Cooling Service Repair/Replacement		8,778
3	ECIP EHCS Heating Service Repair/Replacement		12,500
4	ECIP EHCS Water Heater Repair/Replacement		5,000
5	ECIP EHCS Other Program Costs		500
6	ECIP Wood, Propane, and Oil		
7	Severe Weather Energy Assistance and Transportation Services (SWEATS) (activated by CSD)		
8	HEAP Wood, Propane, and Oil		299,997
9	Liability Insurance		1,200
10	Major Vehicle and Equipment (More than \$5,000)		
11	Minor Vehicle and Equipment (Less than \$5,000)		
12	Workers' Compensation		500
13	General Operating Expenditures		12,000
	TOTAL ECIP/HEAP Program Budget (Total of Lines 1 - 13)	\$	340,975
70 - TOTAL BUDGET (Total of Sections 10, 20, 30, 40, 50, and 60)			\$ 574,041

EXHIBIT B
(Standard Agreement)

ATTACHMENT II

2013 LIHEAP EHA-16 PROGRAM BUDGET

(Please see the attached document.)

INSTRUCTIONS
EXHIBIT B – ATTACHMENT II, 2013 LIHEAP EHA-16 PROGRAM BUDGET
CSD 537E (Rev. 12/17/12)

10 – ASSURANCE 16 PROGRAM BUDGET

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

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

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

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

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

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 13 – ECIP/HEAP Program Budget Line Items - Enter the amount of funds budgeted for ECIP EHCS Diagnostics, ECIP EHCS Cooling Service Repairs and Replacements, ECIP EHCS Heating Service Repairs and Replacements, ECIP Water Heater Repair/Replacement, ECIP EHCS Other Program Costs, ECIP Wood, Propane, and Oil payments, Severe Weather Energy Assistance and Transportation Services (SWEATS), and HEAP Wood, Propane, and Oil payments. Enter the amounts budgeted for liability insurance, minor vehicle and equipment (include those purchases that are under \$5,000 per unit and lease payments), major vehicle and equipment (include those purchases that are over \$5,000 per unit), workers' compensation and general operating expenditures.

Total ECIP/HEAP Program Budget – The sum of items 1 through 13 will auto-populate.

70 – TOTAL BUDGET

Enter the sum of Sections 10 through 60.

EXHIBIT B
(Standard Agreement)

ATTACHMENT III

2013 LIHEAP NONCONSIDERATION ALLOCATIONS

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

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

NONCONSIDERATION ECIP FAST TRACK BUDGET		
Enter the name of each county in your service territory on a separate line		Enter the dollar amount to be allocated to the county
1	El Dorado	\$ 26,563
2	Alpine	716
3		
4		
5		
6		
7		
8	TOTAL	\$ 27,279

NONCONSIDERATION HEAP BUDGET		
Enter the name of each county in your service territory on a separate line		Enter the dollar amount to be allocated to the county
1	El Dorado	\$ 305,473
2	Alpine	8,224
3		
4		
5		
6		
7		
8	TOTAL	\$ 313,697

TOTAL NONCONSIDERATION ECIP AND HEAP BUDGET		
Enter the name of each county in your service territory on a separate line		Enter the total dollar amount to be allocated to the county
1	El Dorado	\$ 332,036
2	Alpine	8,940
3		
4		
5		
6		
7		
8	TOTAL	\$ 340,976

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

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

EXHIBIT B
(Standard Agreement)

ATTACHMENT IV

2013 LIHEAP REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES

(Please see the attached document.)

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

2013 LIHEAP

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

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

2013 LIHEAP

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
4	Cooking Appliance Replacement, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	\$934 per dwelling	1 repair or replacement per dwelling; primary only	10		5, 6, 7, 8, 43
		Natural Gas and Propane							6, 7, 8, 43
		Other Types Not Listed							
5	Cooling Repair	AC Wall/Window	HSM	LIHEAP, ECIP EHCS	\$788 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4		5, 6, 8, 9, 10, 20, 21
		Evaporative Cooler			\$822 per dwelling or 50% of replacement				5, 6, 7, 9, 10
		FAU (Split System)			\$1742 per dwelling or 50% of replacement				5, 6, 7, 8, 9, 10, 20, 21
		Multi-Unit Central System			\$788 per MUD or 50% of replacement	1 repair or replacement per MUD unit/building; primary only			5, 6, 7, 8, 10, 20, 32
6	Cooling Replacement	AC Wall/Window	HSM	LIHEAP, ECIP EHCS	\$1575 per dwelling	1 repair or replacement per dwelling; primary only	10		5, 6, 8, 10, 21, 43
		Evaporative Cooler Roof			\$1644 per dwelling		15		5, 6, 7, 8, 10, 43
		Evaporative Cooler Window/Wall							
		Forced Air Unit (Split System)			\$3483 per dwelling	20	5, 6, 7, 8, 10, 20, 21, 43		
		Multi-Unit Central System			\$1575 per MUD		1 repair or replacement per MUD unit/building; primary only		5, 6, 7, 8, 10, 20, 32, 43

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

2013 LIHEAP

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering ² LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes	
7	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	LIHEAP, ECIP EHCS	\$1742 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4		5, 6, 7, 8, 9, 10	
		Forced Air Unit (Split System)			\$2296 per dwelling or 50% of replacement					
		Mobile Home Furnace			\$1631 per dwelling or 50% of replacement					
		Multi-Unit Central System			\$1742 per MUD or 50% of replacement	1 repair or replacement per MUD unit/building; primary only			5, 6, 7, 8, 9, 10, 11, 12	
		Other Types Not Listed			\$2375 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only				6, 7, 8, 9, 10
		Package (Dual Pack)			\$3364 per dwelling or 50% of replacement					
		Wood-Fueled			\$2375 per dwelling or 50% of replacement					
8	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	LIHEAP, ECIP EHCS	\$3483 per dwelling	1 repair or replacement per dwelling; primary only	20		5, 6, 7, 8, 10; 43	
		Forced Air Unit (Split System)			\$4591 per dwelling					
		Mobile Home Furnace			\$3261 per dwelling					
		Multi-Unit Central System			\$3483 per dwelling	1 repair or replacement per MUD unit/building; primary only			5, 6, 7, 8, 10, 11, 12, 43	
		Other			\$4749 per dwelling	1 repair or replacement per dwelling; primary only				5, 6, 7, 8, 10, 43
		Package (Dual Pack)			\$6728 per dwelling					
		Wood-Fueled			\$4749 per dwelling					

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

2013 LIHEAP

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle In Full Years)	Measure Life	Foot-notes
9	Kitchen Exhaust Installation, Repair & Replacement	Range Hoods, Wall/Ceiling Mounts	HSM	LIHEAP	\$350 per dwelling	1 repair or replacement per dwelling	10		5, 33
10	Lead-Safe Weatherization		HSM	LIHEAP, ECIP EHCS	N/A	As required by EPA	N/A		5
11	Water Heater Repair	Electric	HSM	LIHEAP, ECIP EHCS	\$970 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4		5, 6, 7, 8, 10
		Gas & Propane							6, 7, 8, 10
		Mobile Home			\$970 per MUD or 50% of replacement	1 repair or replacement per MUD unit/building; primary only			5, 6, 7, 8, 10
		Multi-Unit Central System							5, 6, 7, 8, 10, 32
12	Water Heater Replacement	Electric	HSM	LIHEAP, ECIP EHCS	\$1940 per dwelling	1 repair or replacement per dwelling; primary only	10		5, 6, 7, 8, 10, 43
		Natural Gas and Propane							6, 7, 8, 10, 43
		Mobile Home			\$1940 per MUD	1 repair or replacement per MUD unit/building; primary only			5, 6, 7, 8, 10, 43
		Multi-Unit Central System							5, 6, 7, 8, 10, 32, 43
SECTION: Mandatory									
1	Attic Ventilation		INS	LIHEAP	\$355 per dwelling	1 occurrence per dwelling; no maximum quantity	20		5, 15
2	Caulking	Mobile Home	INF	LIHEAP	\$90 per dwelling	1 caulking per dwelling	4		16
		Multi-Unit			\$45 per dwelling				
		Single			\$75 per dwelling				
3	Ceiling Insulation	R-value 11	INS	LIHEAP	\$0.86 per sq ft	1 occurrence per dwelling; no maximum quantity	20		
		R-value 19			\$1.05 per sq ft				
		R-value 30			\$1.18 per sq ft				
		R-value 38			\$1.40 per sq ft				

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

2013 LIHEAP

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweatheringization - LIHEAP and ECIP Measure Life (Replacement Cycle In Full Years)	Measure Life	Foot-notes
4	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	\$68 per lamp	2 lamps per dwelling	4		5, 27
		Thread Based			\$7 per bulb	10 bulbs per dwelling			
5	Cover Plate Gaskets		INF	LIHEAP	\$33 per dwelling	1 occurrence per dwelling	20		16
6	Door Repair	Exterior - All Other Types	INF	LIHEAP	\$250 per door	3 repairs per dwelling	15		16, 17, 36
		Sliding Glass - 72" x 80" and smaller			\$713 per door	1 repair per dwelling			
		Sliding Glass - Greater than 72" x 80"			\$856 per door				
7	Door Replacement - Catastrophic leaks only	Exterior - All Other Types	INF	LIHEAP	\$500 per door	3 replacements per dwelling	15		17, 36
		Sliding Glass - 72" x 80" and smaller			\$1425 per door	1 replacement per dwelling			
		Sliding Glass - Greater than 72" x 80"			\$1782 per door				
8	Duct Insulation		INS	LIHEAP	Up to \$0.95 per square foot	1 occurrence per dwelling; no maximum quantity	10		
9	Duct Repair and Replacement		INF	LIHEAP, ECIP EHCS	\$2200 per dwelling	1 repair or replacement per dwelling	10		3, 10
10	Filter Replacement	Air Conditioning	GHW	LIHEAP	\$100 per dwelling	1 occurrence per dwelling	4		35
		Furnace				1 occurrence per dwelling			
11	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP	\$150 per dwelling	2 lamps per dwelling	4		5, 27, 44

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

2013 LIHEAP

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle In Full Years)	Measure Life	Foot-notes
12	Glass Replacement - Catastrophic leaks only		INF	LIHEAP	\$525 per dwelling	1 occurrence per dwelling; no maximum quantity	10		17, 42
13	Hot Water Flow Restrictor	Faucet Restrictor Low Flow Handheld Showerhead Low Flow Showerhead	GHW	LIHEAP	\$8 per restrictor \$35 per showerhead \$27 per showerhead	1 occurrence per dwelling; no maximum quantity	4		5, 35
14	Kneewall Insulation	R-value 11 R-value 19	INS	LIHEAP	\$1.05 per sq ft \$1.18 per sq ft	1 occurrence per dwelling; no maximum quantity	20		
15	Microwave Oven		EBL	LIHEAP	\$284 per oven	1 oven per dwelling	10		5, 23, 26
16	Minor Envelope Repair		INF	LIHEAP	\$1331 per dwelling; Disaster Relief \$3514	1 occurrence per dwelling	4		13, 16, 17, 36
17	Refrigerator Replacement	19 cu. ft. and below Over 19 cu. ft.	EBL	LIHEAP	\$1032 per appliance \$1187 per appliance	1 replacement per dwelling	15		5, 20, 28, 43
18	Thermostat	Manual Programmable	HCM	LIHEAP	\$65 per thermostat \$157 per thermostat	1 thermostat per dwelling	10		5, 25, 27
19	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP	\$66 per cover	2 covers per dwelling	4		16
20	Water Heater Blanket		GHW	LIHEAP	\$55 per blanket	1 blanket per dwelling	4		5, 35

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

2013 LIHEAP

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweatherization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
21	Water Heater Pipe Wrap		GHW	LIHEAP	\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity	10		5, 35
22	Weatherstripping	Hinged Door	INF	LIHEAP	\$44 per door	1 occurrence per dwelling; no maximum quantity	4		16
		Other	INF		\$2.10 per lin ft				16
23	Windows - Catastrophic leaks only	Repair	INF	LIHEAP	\$1200 per dwelling	1 occurrence per dwelling; no maximum quantity	20		17, 42
		Replacement			\$2400 per dwelling				
SECTION: Optional									
1	Ceiling Fans		OTH	LIHEAP	\$250 per fan	1 occurrence per dwelling; no maximum quantity	10		5
2	Exterior Water Pipe Wrap		OTH	LIHEAP	\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity	10		5
3	Floor Foundation Venting		INS	LIHEAP	\$360 per dwelling	1 occurrence per dwelling; no maximum quantity	20		5, 15
4	Floor Insulation	> 36" clearance	INS	LIHEAP	\$1.83 per sq ft	1 occurrence per dwelling; no maximum quantity	20		24
		< 36" clearance			\$2.23 per sq ft				
5	Mechanical Ventilation		OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	10		5
6	Shadescreens		GHW	LIHEAP	\$500 per dwelling	1 occurrence per dwelling; no maximum quantity	4		5
7	Shutters		GHW	LIHEAP	\$6.00 per sq ft	1 occurrence per dwelling; no maximum quantity	10		5

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

2013 LIHEAP

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle In Full Years)	Measure Life	Foot-notes		
8	Storm Windows	Fixed, Glass Glazing	GHW	LIHEAP	\$12.40 per sq ft	1 occurrence per dwelling; no maximum quantity	10		16		
		Fixed, Polycarbonate			\$18.40 per sq ft						
		Operable, Glass Glazing			\$13.90 per sq ft						
		Operable, Polycarbonate			\$21.40 per sq ft						
		Other									
9	Timer, Electric Water Heater		EBL	LIHEAP	\$112 per timer	1 timer per dwelling	4		5		
10	Tinted Window Film		OTH	LIHEAP	\$3.30 per sq ft	1 occurrence per dwelling; no maximum quantity	4		5		
11	Wall Insulation, Stucco and Wood		INS	LIHEAP	\$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity	20				
SECTION: Optional - Energy Audit Required											
1	Cooling Replacement (Energy Efficiency Upgrades)	AC Wall/Window	EEU	LIHEAP, ECIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per dwelling; primary only	Per Energy Audit		5, 6, 8, 10, 41, 43		
		Evaporative Cooler Roof							5, 6, 7, 8, 10, 41, 43		
		Evaporative Cooler Window/Wall							5, 6, 7, 8, 10, 20, 41, 43		
		Forced Air Unit (Split System)				1 repair or replacement per MUD unit/building; primary only			5, 6, 7, 8, 10, 20, 32, 41, 43		
		Multi-Unit Central System									
2	Heating Source Replacement (Energy Efficiency Upgrades)	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	EEU	LIHEAP, ECIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per dwelling; primary only	Per Energy Audit		6, 7, 8, 10, 41, 43		
		Forced Air Unit (Split System)				1 repair or replacement per MUD unit/building; primary only					
		Mobile Home Furnace									
		Multi-Unit Central System				1 repair or replacement per dwelling; primary only			6, 7, 8, 10, 11, 12, 41, 43		
		Other							6, 7, 8, 10, 41, 43		
		Package (Dual Pack)							6, 7, 8, 10, 14, 41, 43		
		Wood-Fueled									
3	Windows	Replacement	EEU	LIHEAP	Requires REM/Design Energy Audit; includes sliding glass doors	1 occurrence per dwelling; no maximum quantity	Per Energy Audit		41, 42		
SECTION: Other Program Costs											
1	Wages - Field Staff		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity			45		

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

2013 LIHEAP

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
2	Wages - Program Management & Support		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity			45
3	Disposal Fees		OTH	LIHEAP, ECIP EHCS		No max. quantity	If incurred		40
4	HPO Costs		OTH	LIHEAP, ECIP EHCS		No max. quantity	If incurred		40
5	Lodging and per diem		OTH	LIHEAP, ECIP EHCS	\$750 per trip	1 trip per weatherized dwelling	1 trip per reweatherized dwelling		34, 40
6	Vehicle & Equipment Repair, Maintenance, Fuel		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity			
SECTION: SWEATS Program Costs									
1	Portable Equipment Purchased and Held on Reserve	Air Conditioner Evaporative Cooler Heater Fan Generator Other	SWE	SWEATS		No max. quantity			
2	Repair and Maintenance of Reserved Appliances	Air Conditioner Evaporative Cooler Heater Fan Generator Other	SWE	SWEATS		No max. quantity			
3	Additional Reimbursement--Fees, Fares, or Costs for Rental Vehicles		SWE	SWEATS		No max. quantity			
4	Temporary Shelter/Housing		SWE	SWEATS		No max. quantity			
5	Utility Assistance Payment		SWE	SWEATS		No max. quantity			
6	Other Personal Tangible Individual Benefits		SWE	SWEATS		No max. quantity			
SECTION: SWEATS Loaned Appliances Program									
1	Portable Equipment Delivered on Loan to a Dwelling	Air Conditioner Evaporative Cooler Heater Fan Generator Other	SWE	SWEATS		No max. quantity			
2	Other Emergency Services		SWE	SWEATS		No max. quantity			
3	Fuel for Generators		SWE	SWEATS		No max. quantity			

* Classification Key			
ADS	Assessment/Diagnostics	HSM	Health and Safety Measure
EBL	Electric Baseload Measure	INF	Infiltration Reduction Measure
EEU	Energy Efficiency Upgrade	INS	Insulation Measure
GHW	General Heat Waste	OTH	Other Program Cost

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

2013 LIHEAP

Line No.	Measure	Type	Classifi- cation *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle In Full Years)	Measure Life	Foot-notes
HCM	Heating/Cooling Measure		SWE	SWEATS					

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

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 and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
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.
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.

EXHIBIT C
(Standard Agreement)

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. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. 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.

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

12. TIMELINESS: Time is of the essence in this Agreement.

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

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

EXHIBIT C
(Standard Agreement)

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

EXHIBIT C
(Standard Agreement)

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.

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

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

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)

EXHIBIT D
(Standard Agreement)

- 9) Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit the CSD Providers' website at <https://providers.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

EXHIBIT D
(Standard Agreement)

of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

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

5. **BOARD ROSTER, BYLAWS, RESOLUTION, AND MINUTES**

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

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

Printed copy:

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

Electronic copy:

audits@csd.ca.gov.

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. This written notification shall also include a certification that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.epls.gov>.
- B. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended or otherwise ineligible on EPLS as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.
- D. Contractor shall immediately notify subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.

EXHIBIT D
(Standard Agreement)

- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- F. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. INSURANCE AND FIDELITY BOND

A. General Requirements

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

EXHIBIT D
(Standard Agreement)

- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- 8) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

B. Self-Insurance

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

C. Workers' Compensation Insurance

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

EXHIBIT D
(Standard Agreement)

D. Commercial or Government Crime Coverage (Fidelity Bond)

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

E. General Liability Insurance

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

F. Vehicle Insurance

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

EXHIBIT D
(Standard Agreement)

evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

EXHIBIT D
(Standard Agreement)

9. COMPLIANCE MONITORING

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor must substantiate that all costs claimed pursuant to this Agreement are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.
- B. As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget (OMB).
- C. CSD is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State LIHEAP program and OMB Circulars.
- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.
- E. In accordance with OMB requirements for access to records pertinent to administration of this Agreement (45 CFR §§ 74.48(d), 92.36(i)(10)), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement. In order to realize the objectives of this subparagraph and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:
 - 1) Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."
 - 2) With respect to such list of clients, jobs or properties, provide CSD and/ or the investigative entities or persons referenced in Exhibit E, paragraph 8, subparagraph B, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Agreement, or applicable federal and/or State LIHEAP program guidelines.

EXHIBIT D
(Standard Agreement)

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

EXHIBIT D
(Standard Agreement)

10. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT

A. Determination and Notice

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

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

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

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.

EXHIBIT D
(Standard Agreement)

D. Special Conditions and Sanctions

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

EXHIBIT D
(Standard Agreement)

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

The State retains lien rights on all funds advanced.

11. APPEAL PROCESS WHEN SPECIAL CONDITIONS ARE IMPOSED

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

12. AGREEMENT CHANGES

A. Amendment

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

EXHIBIT D
(Standard Agreement)

B. Minor Modifications

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

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

EXHIBIT D
(Standard Agreement)

C. Time Restriction

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

D. Process

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

13. SYSTEM SECURITY REQUIREMENTS

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with California State Administrative Manual (SAM) Section 5310, Item 4, and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

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

B. Services Offered

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

EXHIBIT D
(Standard Agreement)

C. Data Sensitivity

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

D. Information Exchange Security

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

E. Trusted Behavior Expectations

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

F. Formal Security Guidelines

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

EXHIBIT D
(Standard Agreement)

G. Incident Reporting

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

H. Audit Trail Responsibilities

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

I. Data Sharing Responsibilities

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

14. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS

- A. Adequate fiscal performance will be the expenditure of sixty percent (60%) by September 30, 2013 and one hundred percent (100%) of the total consideration and non-consideration allocations by December 31, 2013.
- B. CSD shall review Contractor’s achievement of performance benchmarks as established in Attachment III, LIHEAP Expenditure and Production Goals.
- C. If, at the conclusion of the March 31, 2013 reporting period, Contractor has not achieved the established performance benchmarks, CSD shall notify Contractor in writing of performance deficiency, and Contractor shall provide to CSD an immediate resolution
- D. If, at the conclusion of the June 30, 2013 reporting period, Contractor is found to have another period of not achieving established performance benchmarks, then CSD shall notify the Contractor in writing of performance deficiency and Contractor has established a pattern of failing to meet expenditure and production benchmarks. Contractor shall meet all goals inclusive by the end of the next quarterly reporting period.

EXHIBIT D
(Standard Agreement)

- E. If, at the conclusion of the September 30, 2013 reporting period, the Contractor has not achieved 60% of the expenditure and production goals or has failed to meet established performance benchmarks 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 recapture and redistribute such funds to an existing Contractor that has met the goals and objectives as established in the existing contract. If negotiations result in a modified expiration of the contract, Section 1.A. of Exhibit B shall prevail.
- F. The term of this agreement will be no longer than twelve (12) 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. ATTACHMENTS TO THE CONTRACT

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

- A. ATTACHMENT I Board Roster Form (CSD 188)
- B. ATTACHMENT II LIHEAP Expenditure and Performance Benchmark

EXHIBIT D
(Standard Agreement)

ATTACHMENT I

2013 LIHEAP BOARD ROSTER
CSD 188

(Please see the attached document.)

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Board Roster
Exhibit D, Attachment I
CSD 188 New

Received by CSD:

Board Roster

Agency Name: El Dorado County Health and Human Services Agency

Agency Address: 937 Spring Stree, Placerville, CA 95667

Effective Date: 1/8/13

Submitted By: Amy Higdon

As per Exhibit D. Please also list any vacancies within the board itself, so that the required amount of board members is equal to the board by-laws.

Name:	Title/Position:	Address:	Phone Number:	Email:
Daniel Nielson	Executive Director	3057 Briw Road, Suite A Placerville, CA 95667	(530) 642-7300	daniel.nielson@edcgov.us
Janet Walker-Conroy	Additional Authorized signer of the Contract other than the above	3057 Briw Road, Suite A Placerville, CA 95667	(530) 642-7300	jan.wconroy@edcgov.us
Ron Briggs, District IV	Chair, EDC Board of Supervisors, Governing Board	330 Fair Lane Placerville, CA 95667	(530) 621-6513	bosfour@edcgov.us

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Board Roster
Exhibit D, Attachment I
CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Phone Number:	Email:
Norma Santiago, District V	EDC Board of Supervisors, Governing Board	330 Fair Lane Placerville, CA 95667	(530) 621-6577	bosfive@edcgov.us
Raymond J. Nutting, District II	EDC Board of Supervisors, Governing Board	330 Fair Lane Placerville, CA 95667	(530) 621-5651	bostwo@edcgov.us
Ron Mikulaco, District I	EDC Board of Supervisors, Governing Board	330 Fair Lane Placerville, CA 95667	(530) 621-5650	bosone@edcgov.us
Brian Veerkamp, District III	EDC Board of Supervisors, Governing Board	330 Fair Lane Placerville, CA 95667	(530) 621-5652	bosthree@edcgov.us
Ron Briggs, EDC Board of Supervisors	Community Action Council Member	330 Fair Lane Placerville, CA 95667	(530) 621-6513	bosfour@edcgov.us
Norma Santiago, EDC Board of Supervisors	Community Action Council Member	330 Fair Lane Placerville, CA 95667	(530) 621-6577	bosfive@edcgov.us
Ray Nutting, EDC Board of Supervisors	Community Action Council Member	330 Fair Lane Placerville, CA 95667	(530) 621-5651	bostwo@edcgov.us

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Board Roster
Exhibit D, Attachment I
CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Phone Number:	Email:
Carl Hagen, City of Placerville	Community Action Council Member	3101 Center Street Placerville, CA 95667	(530) 642-5220	
Hal Cole, City of South Lake Tahoe	Community Action Council Member	1901 Airport Road, Suite 206 South Lake Tahoe CA 96150	(530) 542-6000	
Norman Smith, EDC Commission on Aging	Community Action Council Member	6280 Sly Park Road Placerville, CA 95667	(530) 207-3439	
Stephanie Lopez, Salvation Army	Community Action Council Member	P.O. Box 348000 Sacramento, CA 95834	(916) 563-3791	
Maria Mathews, Senior Peer, Counseling	Community Action Council Member	867 Cottage Street Placerville, CA 95667	(530) 622-0273	
Maureen Focht, NAMI	Community Action Council Member	5920 Dolomite Drive El Dorado, CA 95623	(530) 621-4834	
Vacant, Community Representative	Community Action Council Member			
Elizabeth Blakemore, EDC Office of Education	Community Action Council Member	6767 Green Valley Rd. Placerville, CA 95667	(530) 295-2307	

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
Board Roster
Exhibit D, Attachment I
CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Phone Number:	Email:
Kevin Carlson, Eskaton Lincoln Manor	Vice Chair, Community Action Council	6600 Motherlode Drive Placerville, CA 95667		
Kelly Krohn, Individual	Community Action Council Member	P.O. Box 434 Shingle Springs, CA 95682	(916) 326-7415	
Stacy Bolton, El Dorado Community Center	Chair, Community Action Council	4327 Golden Center Drive Placerville, CA 95667	(530) 621-7333	
Susie Davies, MORE	Community Action Council Member	399 Placerville Drive Placerville, CA 95667	(530) 622-4048	
Judi McCallum, Assistant, EDC Board of Supervisors	Alternate, Community Action Council Member	330 Fair Lane Placerville, CA 95667	(530) 621-6577	
Brenda Bailey, Assistant, EDC Board of Supervisors	Alternate, Community Action Council Member	330 Fair Lane Placerville, CA 95667	(530) 621-6513	
Carolyn Gilmore, Salvation Army	Alternate, Community Action Council Member	1689 Sandridge Road el Dorado, CA 95623	(530) 620-4994	

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

Board Roster

Exhibit D, Attachment I

CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Phone Number:	Email:

EXHIBIT D
(Standard Agreement)

ATTACHMENT II

2013 LIHEAP EXPENDITURE AND PERFORMANCE BENCHMARK

(Please see the attached document.)

**EXHIBIT D
ATTACHMENT II
2013 LIHEAP Expenditure and Performance Benchmark**

Local Service Provider Name: El Dorado County Health and Human Services				Contract Number: 138 5007		
Prepared By: NAME AND TITLE (please print) Star Walker, Program Coordinator						
E-mail Address: star.walker@edcgov.us		Phone Number: 530621-6255		Fax Number: 530-295-2581		
County	Total Dollar Amount	Quarter 1 (1/1/2013 - 3/31/2013)	Quarter 2 (4/1/2013 - 6/30/2013)	Quarter 3 (7/1/2013 - 9/30/2013)	Quarter 4 - (10/1/2013 - 12/31/2013)	Total Unit Production
SECTION 1 - Total LIHEAP Weatherization Benchmarks by County						
Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage	Enter a percentage	Enter a percentage	Enter a percentage	Enter number
El Dorado	\$295,994.00	20.00%	40.00%	20.00%	20.00%	312
Alpine	\$7,969.00	40.00%	20.00%	20.00%	20.00%	5
Total	\$303,963.00	\$62,386.40	\$119,991.40	\$60,792.60	\$60,792.60	317

County	Total Dollar Amount	Quarter 1 (1/1/2013 - 3/31/2013)	Quarter 2 (4/1/2013 - 6/30/2013)	Quarter 3 (7/1/2013 - 9/30/2013)	Quarter 4 (10/1/2013 - 12/31/2013)	Total Households to be Served
SECTION 2 - Total ECIP EHCS and ECIP & HEAP WPO Benchmarks by County (Consideration)						
Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage	Enter a percentage	Enter a percentage	Enter a percentage	Enter number
El Dorado	\$26,563.00	20.00%	40.00%	20.00%	20.00%	20
Alpine	\$715.00	0.00%	100.00%	0.00%	0.00%	1
Total	\$27,278.00	\$5,312.60	\$11,340.20	\$5,312.60	\$5,312.60	21

Local Service Provider Name: El Dorado County Health and Human Services				Contract Number: 13B 5007		
County	Total Dollar Amount	Quarter 1 (1/1/2013 - 3/31/2013)	Quarter 2 (4/1/2013- 6/30/2013)	Quarter 3 (7/1/2013- 9/30/2013)	Quarter 4 (10/1/2013 - 12/31/2013)	Total Households to be Served
SECTION 3 - Total HEAP and Fast Track Gas & Electricity Benchmarks by County (Non-Consideration)						
Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage	Enter a percentage	Enter a percentage	Enter a percentage	Enter number
El Dorado	\$332,036.00	20.00%	40.00%	20.00%	20.00%	845
Alpine	\$8,940.00	0.00%	100.00%	0.00%	0.00%	25
Total	\$340,976.00	\$66,407.20	\$141,754.40	\$66,407.20	\$66,407.20	870

County	Total Dollar Amount	Quarter 1 (1/1/2013 - 3/31/2013)	Quarter 2 (4/1/2013- 6/30/2013)	Quarter 3 (7/1/2013- 9/30/2013)	Quarter 4 (10/1/2013 - 12/31/2013)	Total Households to be Served
SECTION 4 - Total Expenditure and Performance Benchmarks by County						
Enter the name of each county in your service territory on a separate line	Total allocation	Total expenditure benchmark	Total expenditure benchmark	Total expenditure benchmark	Total expenditure benchmark	Total performance benchmark
El Dorado	\$654,593.00	\$130,918.60	\$261,837.20	\$130,918.60	\$130,918.60	1177
Alpine	\$17,624.00	\$3,187.60	\$11,248.80	\$1,593.80	\$1,593.80	31
Total	\$672,217.00	\$134,106.20	\$273,086.00	\$132,512.40	\$132,512.40	1208

INSTRUCTIONS
EXHIBIT D – ATTACHMENT II, 2013 LIHEAP Expenditure and Performance Benchmark
CSD 622 (Rev. 12/27/12)

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

Complete the following fields as applicable: Local Service Provider (Agency) Name, contract number, preparer's name and title, telephone number, e-mail address, and fax number

Section 1: Total LIHEAP Weatherization Benchmarks by County

- Enter the name of each county in your service territory on a separate line. Sections 2, 3 and 4 will automatically populate each county name.
- For each county, enter the allocation amount associated with the county. Refer to the 2013 LIHEAP Allocation spreadsheet for the amount allocated.
- For each county, enter the percentage of expenditure for each quarter. Use whole numbers when entering percentages. Note: you must have at least a cumulative total of 60% expenditure by September 30, 2013.
- For each county, enter the number of dwellings that are estimated to be weatherized. Refer to past year data to assist in estimating dwellings to be weatherized.

Section 2: Total ECIP EHCS and ECIP & HEAP WPO Benchmarks by County
(Consideration)

- The county information should be automatically populated.
- For each county, enter the allocation amount associated with the county. Refer to the 2013 LIHEAP Allocation spreadsheet for the amount allocated.
- For each county, enter the percentage of expenditure for each quarter. Use whole numbers when entering percentages. Note: you must have at least a cumulative total of 60% expenditure by September 30, 2013.
- For each county, enter the number of households that are estimated to receive ECIP EHCS and ECIP & HEAP WPO services. Refer to past year data to assist in estimating households.

Section 3: Total HEAP and Fast Track Gas & Electricity Benchmarks by County (Non-Consideration)

- The county information should be automatically populated.
- For each county, enter the allocation amount associated with the county.
- For each county, enter the percentage of expenditure for each quarter. Use whole numbers when entering percentages. Note: you must have at least a cumulative total of 60% expenditure by September 30, 2013.
- For each county, enter the number of households that are estimated to receive HEAP and Fast Track Gas & Electricity services.

Note: Refer to the 2013 Fast Track and Heap Allocations & Household Targets provided in the contract package to assist with entering allocation and household data.

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)).

- D. Federal Funding Accounting Accountability and Transparency Act Reporting Requirement

Pursuant to the Federal Funding Accountability and Transparency Act reporting requirements (2 CFR 170) CSD is required to report information regarding Contractors (sub-awardees) receiving LIHEAP funds. To assist CSD in ensuring timely compliance with these reporting requirements, Contractor shall provide to CSD its Dun & Bradstreet Data Universal Numbering System (DUNS) number, and Central Contractor Registration (CCR) number on the LIHEAP Agency Priority Plan in Exhibit H.

EXHIBIT E
(Standard Agreement)

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, or any subcontractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B above of this certification; and
- D. Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to 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.
- F. As provided in Exhibit D, Section 7, of this Agreement, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

EXHIBIT E
(Standard Agreement)

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.
- 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) Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
- 5) If a service or product is of a unique nature, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding "Adequate justification" must include, but is not limited to:

EXHIBIT E
(Standard Agreement)

- a. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
 - b. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and
 - c. Analysis of cost(s) to demonstrate reasonability.
- 6) **Emergency Procurements.** In cases of 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.
- 7) **CSD Lease/Purchase Pre-Approval Requirements.** 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.
- 8) In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- 9) Noncompliance with any of the provisions in this Section 3. shall result in a disallowance of the costs of the procurement transaction.
- 10) 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.

EXHIBIT E
(Standard Agreement)

B. Limitation on Use of Funds

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

4. AFFIRMATIVE ACTION COMPLIANCE

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

5. NONDISCRIMINATION COMPLIANCE

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

EXHIBIT E
(Standard Agreement)

6. PRIORITIZATION OF SERVICES

- A. Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP EHCS in Exhibit H.
- 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.

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.

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

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.

EXHIBIT E
(Standard Agreement)

- 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:
- 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.

EXHIBIT E
(Standard Agreement)

- 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.
- 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 WPO program components, Contractor shall assign prioritization points for Energy Burden, Vulnerable Populations, Household Income, and any Optional Agency-Defined categories as referenced in the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H. Contractor shall assign 10 points for applicants with the lowest income and the highest energy burden.
- D. Due to limited funding, Contractors are discouraged from providing either:
 - 1) Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
 - 2) Weatherization services to dwellings previously weatherized under LIHEAP within the past four (4) years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H.
- E. Equitable Treatment

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

2. OUTREACH AND INTAKE ACTIVITY GUIDELINES

A. Outreach

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

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

3. ASSURANCE 16 ACTIVITY GUIDELINES

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

EXHIBIT F
(Standard Agreement)

A. Needs Assessment

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

B. Client Education/Budget Counseling – General Requirements

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

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

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

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

EXHIBIT F
(Standard Agreement)

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

D. Coordination

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

4. LIHEAP AGENCY PLAN

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

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

EXHIBIT F
(Standard Agreement)

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

5. HEAP/WPO ACTIVITY GUIDELINES

A. Applicant Eligibility

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

- B. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. 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 HEAP WPO payments; such maximum shall be consistently applied. ECIP WPO payments cannot exceed \$1,000.

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

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

- 1) Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only) (CSD 415) or Contractor's equivalent.
- 2) Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
- 3) CSD shall not make payments to clients for WPO assistance.

EXHIBIT F
(Standard Agreement)

- 4) Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- F. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- G. Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

6. WEATHERIZATION ACTIVITY GUIDELINES

A. Applicant Eligibility

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

B. Dwelling Eligibility

- 1) The certification shall remain in effect for a period of 120 days from the 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.

EXHIBIT F
(Standard Agreement)

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

EXHIBIT F
(Standard Agreement)

6) Rent Increase Restrictions

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

7) Multi-Unit Dwellings

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

EXHIBIT F
(Standard Agreement)

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

EXHIBIT F
(Standard Agreement)

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

EXHIBIT F
(Standard Agreement)

C. Minimum Requirements for Weatherization Services

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

D. Dwelling Assessments

- 1) Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

EXHIBIT F
(Standard Agreement)

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

EXHIBIT F
(Standard Agreement)

- iii. The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.
- iv. Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subdivision D.6) b. below.

b. Historic Preservation Review of Dwellings

- i. To ensure compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Agreement, the historic review shall be known as the Historic Preservation Review.
- ii. The Contractor shall ensure that a Historic Preservation review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR 60.4.
- iii. When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in Subdivision ii. Contractor shall initiate the Historic Preservation Review process as specified in CSD Historic Preservation Review Policy incorporated by reference to this Agreement, and available on the CSD Providers' website at <https://providers.csd.ca.gov>.

c. Combustion Appliance Safety (CAS) Tests

- i. The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

EXHIBIT F
(Standard Agreement)

- ii. If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration reduction measures.
- d. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.
 - i. Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral Form (CSD 542).
 - ii. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.
- 7) Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this agreement. In the event the weatherization of a dwelling threatens the general health and safety of weatherization personnel, the Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral Form (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile.

E. Diagnostic Testing

- 1) Contractor shall perform the blower door diagnostic testing only for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportionate to the number of completed units for each quarterly period.
- 2) Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a preweatherization blower door test.
- 3) Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

EXHIBIT F
(Standard Agreement)

- 4) Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 11, TRAINING REQUIREMENTS, of this Exhibit.
- 5) If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.

F. Health and Safety Measures

- 1) Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- 2) Contractor is authorized to mitigate health and safety hazards generated by combustion appliances, preserve or improve indoor air quality, and address knob-and-tube wiring. In addition to all provisions in this Agreement regarding Health and Safety Measures, Contractor must adhere to the Health and Safety Appliance Replacement Policy, to seek reimbursement for replacing specified appliances. The Health and Safety Appliance Replacement Policy is hereby incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.
- 3) Health or Safety Hazard Repair or Replacement, Carbon Monoxide/Alarm, and Mandatory Insulation measures must be installed in priority order. Other Mandatory measures must be installed before optional measures, and no measure shall be excluded, unless the:
 - a. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;
 - b. Dwelling already has that measure in place;
 - c. Measure cannot be properly installed;
 - d. Client refuses installation (client refusal is to be documented and placed in file);
 - e. Maximum dollar limit is reached; or

EXHIBIT F
(Standard Agreement)

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

EXHIBIT F
(Standard Agreement)

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

EXHIBIT F
(Standard Agreement)

- 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.

EXHIBIT F
(Standard Agreement)

B. Capacity and Responsibility to Provide Emergency Assistance

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

C. ECIP Fast Track and WPO

- 1) ECIP Fast Track and WPO Services shall be provided in accordance with the AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS in Exhibit H.
- 2) Applicant Eligibility
 - a. Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
 - b. Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.
 - c. Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.
 - d. Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and EXHIBIT G, DEFINITIONS.

EXHIBIT F
(Standard Agreement)

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

3) ECIP Fast Track Benefit Determination

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

- a. Contractor shall ensure that the total ECIP Fast Track benefit amount (ECIP Fast Track base amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company in energy charges, reconnection fees, and other assessed utility fees/surcharges to alleviate the crisis situation.
- b. When only issuing a ECIP Fast Track base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

EXHIBIT F
(Standard Agreement)

- 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 AGENCY PRIORITY PLAN WEATHERIZATION AND ECIP-EHCS in Exhibit H, and the current LIHEAP Eligibility and Verification Guide.
- 4) ECIP Fast Track/WPO Payment Guidelines
- a. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.
 - b. Contractor shall ensure that the maximum total ECIP WPO benefit does not exceed \$1,000.
 - c. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.
 - d. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:
 - i. Not later than 48 hours after a household is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis.
 - ii. Not later than 18 hours after a household applies is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

EXHIBIT F
(Standard Agreement)

- iii. When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be sent to the client via an account credit letter from CSD or the utility company, or it shall be shown as a credit on the utility bill(s).

5) ECIP WPO Payment Guidelines Specific

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

D. ECIP Emergency Heating and Cooling Services (EHCS)

1) Applicant Eligibility

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

2) Dwelling Eligibility

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

EXHIBIT F
(Standard Agreement)

3) Dwelling Assessments

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

4) Allowable Services

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

- a. The applicant is income eligible and is able to submit the required documentation to complete the eligibility of the dwelling;
- b. The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;
- c. The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and
- d. The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

E. Natural Disasters

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

EXHIBIT F
(Standard Agreement)

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

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

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

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

9. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

- A. Program Standards
- 1) Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Agreement as if attached hereto:
 - a. CSD Low-Income Weatherization Assistance Program Policies;
 - b. CSD Weatherization Installation Standards (WIS);
 - c. CSD Inspection Policies and Procedures;
 - d. CSD LIHEAP/DOE Program Health and Safety Appliance Replacement Policy;
 - e. ECIP Policy and Procedures;
 - f. CSD Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy; and

EXHIBIT F
(Standard Agreement)

g. Official State and Federal Program Notices and Guidance Documents

- 2) In the event of disagreement between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

B. Regulations

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

C. Title 24

- 1) Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks and cannot be repaired.

EXHIBIT F
(Standard Agreement)

- 2) Title 24 requirements are applicable only to energy conservation measures installed to dwelling located within Contractor's specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones, refer to the CSD Providers' website at <https://providers.csd.ca.gov>.
- 3) Contractor shall obtain the services of a qualified HERS Program Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.
- 4) Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

D. Pre-1978 Dwellings

- 1) Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.
- 2) HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding 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.

EXHIBIT F
(Standard Agreement)

10. QUALITY ASSURANCE

A. Certification

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

B. Post-Weatherization Inspections

- 1) Contractor shall perform Post-Weatherization Inspections on one-hundred percent (100%) of the total weatherized dwellings under this Agreement. Weatherization jobs where measures installed are limited to Compact Fluorescent Lights (CFL), water measures and alarms are exempt from receiving a post-inspection.
- 2) If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post inspection. Attempts must be fully documented on the CSD Post Weatherization Inspection form (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:
 - a. One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering client to reschedule; or
 - b. One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering client to reschedule.
- 3) Contractor shall not report a weatherized dwelling as complete nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed, including post-weatherization inspections or an explanation has been provided to explain why a measure has not been installed or a post-inspection cannot be completed after a reasonable effort has been made.
- 4) Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD weatherization guidelines. At a minimum, the post-inspection shall:

EXHIBIT F
(Standard Agreement)

- a) Review the Dwelling Assessment and Weatherization Building Assessment and Job Checklist (CSD 540) to ensure that all feasible weatherization measures identified during the assessment were installed.
 - b) In the event weatherization crews identified and performed additional weatherization measure installations not disclosed during the dwelling assessment, then the Inspector shall ensure that these measures conform to CSD weatherization guidelines and are notated on the Weatherization Building Assessment and Job Checklist.
 - c) Verify that all measures were completely installed in accordance with said terms and conditions of this Agreement. In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Agreement and/or any health and safety hazards.
 - d) Verification that the unit received blower door, and duct leakage testing, as applicable;
 - e) Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and
 - f) Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether preexisting or resulting from the performance of weatherization services, have been successfully remedied.
- 5) Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Section 11, TRAINING REQUIREMENTS.
- 6) Contractor's shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this agreement. Exemptions to this requirement may be granted for agencies where it is economically challenging and/or operationally impractical to achieve the desired job separation between weatherization field staff. In order to receive an exemption, Contractor must submit a written request to CSD for review and approval. Contractor may have the same staff perform unit dwelling assessment and post-inspection activities.

EXHIBIT F
(Standard Agreement)

- 7) The Quality Assurance Inspector shall certify the performance of Post Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

C. Third-Party Inspections

- 1) The State reserves the right to use a third-party inspector to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.
- 2) Unless Contractor assumes the task of arranging inspection visits with the selected weatherization clients, Contractor shall provide the use of a telephone to the inspector.
- 3) Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspections visits.
- 4) Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by the State or its designee within 20 working days of written notification.
- 5) Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation. The immediate hazard shall be eliminated within 24 hours, and hazardous conditions shall be completely resolved within five (5) working days of written notification. The time period may be extended for circumstances beyond the Contractor's control; however, the time extension must be approved in writing by CSD prior to the expiration of the five working days.

D. Noncompliance

- 1) Contractor shall be subject to the withholding of reimbursement for failure to completely resolve a Hazardous Condition within five working days or within the modified completion date for units receiving a time period extension. The reimbursement sanction will immediately apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question.

EXHIBIT F
(Standard Agreement)

- 2) If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.
- 3) If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the noninstalled measure or quantity will be withheld from subsequent reimbursements.
- 4) Contractors will be subject to Special Conditions if it is determined that one or more of the following conditions exist:
 - a. Contractor has a history of unsatisfactory performance.
 - b. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
 - c. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).
 - d. Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

11. TRAINING REQUIREMENTS

- A. All training, as indicated by employee classification in ATTACHMENT I to this Exhibit shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where noted below.

EXHIBIT F
(Standard Agreement)

B. Training Provisions for New Staff of Contractor and Subcontractors with Prior Experience Providing Weatherization services under a CSD Program:

- 1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization services pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in SECTION 11.D. of this Exhibit.
- 2) Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Energy Auditor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, conduct an audit on, weatherize, or inspect a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.
- 3) Within 90 days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.
- 4) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.
 - a. Subsequent to successful completion of the Duct Leakage/Blower Door Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
 - b. Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- 5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

EXHIBIT F
(Standard Agreement)

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

EXHIBIT F
(Standard Agreement)

- b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
 - 8) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training.
 - 9) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
- C. Training Provisions for Existing Staff of Contractor and Subcontractors with Prior CSD Experience Providing Weatherization Services under a CSD Program:
- 1) For the purposes of this section, subcontractors must have prior experience providing weatherization services pursuant to a CSD program. Subcontractors who do not have prior weatherization services experience pursuant to a CSD program must follow the training provisions in Section 11.D. of this Exhibit.
 - 2) Existing weatherization employees of Contractor and subcontractors shall receive the Worksite Safety, Environmental Hazards Awareness, and Lead-Safe Weatherization Training.
 - 3) Within 90 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors that have completed the following classes at a CSD-approved training center prior to the dates listed below. Employees for whom no training dates at a CSD-approved training center are recorded (but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs) shall be required to take and pass an online "test out" or receive the required CSD-approved trainings. Employees not completing the required diagnostic testing training or successfully "testing out" of the training shall no longer be able to perform the diagnostic tests.
 - a. Basic Weatherization – November 2003
 - b. Duct Blaster – April 2006
 - c. Blower Door – April 2006

EXHIBIT F
(Standard Agreement)

- 4) Within 120 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors who perform the combustion appliance safety test and that have (1) completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006, or (2) who have no training dates recorded shall receive Combustion Appliance Safety Training.
 - a. Employees who received Combustion Appliance Safety Training prior to April 2006 through a CSD-approved training center may continue to perform the diagnostic testing; however, Contractor shall provide documentation verifying the past completion of the required training. Employees shall receive the training in order to continue performing the combustion appliance safety test after the required 120-day time period has lapsed or pass an online CAS test. Employees who have not completed the required CAS training or successfully "testing out" of the training shall no longer be able to perform diagnostic tests.
 - b. Employees who have never received the Combustion Appliance Safety Training through a CSD-approved training center shall not perform the combustion appliance safety test until the required training is received.
 - 5) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform Assessments, Energy Audits, and/or Field Supervision shall receive Assessment Training.
 - 6) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance Training.
- D. Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in ATTACHMENT I to this Exhibit, prior to commencing unit production work.
- E. Training Provisions for Staff of Subcontractors Who Provide Specialty Services
- All field employees of subcontractors who perform the of HVAC work for a Contractor are strongly encouraged to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of the Contractor to perform all pre-and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.

EXHIBIT F
(Standard Agreement)

F. For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

G. EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

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

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

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

I. OSHA-10 is required for all crews, and OSHA-30 is required for all agency supervisors who are regularly on-site and monitor for field safety.

12. CONTRACTOR LICENSING

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

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

EXHIBIT F
(Standard Agreement)

- D. Possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers.

13. SPECIAL LICENSING - WEATHERIZATION

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

14. EPA CERTIFICATIONS

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

15. LEVERAGING ACTIVITIES

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

EXHIBIT F
(Standard Agreement)

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

16. RECORD-KEEPING RESPONSIBILITIES

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

C. All Client Files – General Requirements

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

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

EXHIBIT F
(Standard Agreement)

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

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

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

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

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

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

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

EXHIBIT F
(Standard Agreement)

- 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;
- 19) Source documentation that substantiates the criteria and basis for replacement of all gas and electric appliances including results of all required diagnostic tests results and the nonfeasibility of all mandatory measures not performed or installed;
- 20) Source documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;
- 21) Source documentation and records substantiating mileage claims by individual weatherized SFD and MUD Unit;
- 22) Source documentation substantiating the referral to CSD or non-CSD weatherization programs for units receiving ECIP EHCS services;
- 23) Source documentation of HERS inspection;
- 24) Source documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;
- 25) All HPO review documentation, including the printed Project Description sheet (PDS) and HPO site e-mails;

EXHIBIT F
(Standard Agreement)

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

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

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

G. Weatherization and ECIP EHCS Specific

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

EXHIBIT F
(Standard Agreement)

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

H. **Automation**

- 1) Contractor shall use an automated application system, such as EPD System or equivalent software, capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's detailed data record layout found at <https://providers.csd.ca.gov>. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 16 of this Exhibit.

EXHIBIT F
(Standard Agreement)

- 2) Contractor shall also be responsible for monitoring the CLASS online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing the State with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CLASS to reissue benefit(s).
- 3) Utilizing reporting options available within the CLASS On-Line System, Contractor shall be responsible for generating HEAP and ECIP (FastTrack) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

17. ATTACHMENTS TO THE CONTRACT

The following documents are hereby attached to this Exhibit.

- A. ATTACHMENT I Training Requirements Matrix

EXHIBIT F
(Standard Agreement)

ATTACHMENT I

2013 LIHEAP TRAINING REQUIREMENTS
MATRIX

(Please see the attached document.)

EXHIBIT F
ATTACHMENT I
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
OSHA 10	X				Qualified Trainer
OSHA 30				X	Qualified Trainer

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.

EXHIBIT G
(Standard Agreement)

DEFINITIONS

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 U.S.C. § 8621 and Government Code § 16367.5) and regulation (see 45 C.F.R. Part 96 and 22 C.C.R. § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

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

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

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

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

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

EXHIBIT G
(Standard Agreement)

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.

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

EXHIBIT G
(Standard 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, disposal fees, permits, lead-safe weatherization materials, Historic Preservation Review activities, and travel.

DOE: The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (P.L. 94-385). The federal regulations for this program are in 10 CFR Part 440.

EXHIBIT G
(Standard Agreement)

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

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

Elderly: An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

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

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

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

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

EXHIBIT G
(Standard Agreement)

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

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

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

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

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

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

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

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. General Heat Waste Measures include: air conditioning and furnace filter replacements, shade screens, shutters, hot water flow restrictors and low-flow showerheads, water heater blankets, and water heater pipe wrap.

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

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

EXHIBIT G
(Standard Agreement)

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

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

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2008 Building Energy Efficiency Standards.

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

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no longer cost effective to proceed. Infiltration reduction is best accomplished with blower door technology. These measures include caulking, cover plate gaskets, door repairs and replacements, minor envelope repair, and evaporative cooler or air conditioning vent covers.

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.

EXHIBIT G
(Standard Agreement)

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.

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

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

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

Minor Envelope Repairs: Those repairs 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;

EXHIBIT G
(Standard Agreement)

- 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;
- 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:
 - 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. Locksets and deadbolts, as specified in CSD WIS;
 - ix. Any other measure that has a chargeable line item.

EXHIBIT G
(Standard Agreement)

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

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

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

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

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

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

Nonconsideration: The portion of LIHEAP funding to provide utility assistance energy assistance services under ECIP Fast Track and HEAP. Funding for these programs is not included within the fiscal consideration of this Agreement, i.e., Maximum Amount. These funds are made available for 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.

EXHIBIT G
(Standard Agreement)

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, 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.

EXHIBIT G
(Standard Agreement)

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT G
(Standard Agreement)

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

2013 Agency Priority Plan Exhibit H

The annual priority plan explains how each LIHEAP Service Provider Intends to meet Federal law by providing financial assistance and weatherization services to those households with the lowest income and highest energy burden, as well as to those households with "vulnerable populations": elderly, disabled, and with children 5 and under. By determining certain point ranges and assigning agency-defined priority categories, agencies are able to modify their priority plans to meet local need, while still meeting federal intent. Refer to the accompanying instructions for more information about completing this plan.

Contractor (Agency Name):		Date:	
El Dorado County Health and Human Services Agency		10/30/2012	
Prepared by:	Email:	Phone:	Fax:
Michelle Hunter, Program Manager I	michelle.hunter@edcgov.us	530-621-6161	531-295-2561

Section 1: INCOME

ECIP WPO and FI				HEAP WPO and HEAP			
Pov Group	From	To	Points	Pov Group	From	To	Points
1	0	100%	10	1	0	100%	10
2	100.1%	125%	8	2	100.1%	125%	8
3	125.1%	150%	5	3	125.1%	150%	5
4	150.1%	60% SMI	2	4	150.1%	60% SMI	2

Section 2: ENERGY BURDEN

ECIP WPO and FI			HEAP WPO and HEAP		
From	To	Points	From	To	Points
<i>You are not req'd to use all four lines. You may have fewer point ranges.</i>					
0%	5.90%	2	0%	5.90%	2
6%	13.90%	5	6.00%	9.90%	5
14%	19.9	8	10%	14.90%	8
20%	100% or more	10	15%	100%	10

Section 3: VULNERABLE POPULATIONS

ECIP WPO and FI		HEAP WPO and HEAP	
If household contains any of the following populations, award VP points:	VP Points	If household contains any of the following populations, award VP points:	VP Points
Elderly (60 years or older)	10	Elderly (60 years or older)	10
Disabled		Disabled	
Children (5 years or under)		Children (5 years or under)	

Section 4: AGENCY-DEFINED (Optional)

ECIP WPO and FI		HEAP WPO and HEAP	
Agency-Defined Vulnerable Pop Group	Points	Agency-Defined Vulnerable Pop Group	Points
<i>Use of Agency-Defined Priorities is Optional. If used, complete page 2 to detail point assignments.</i>		<i>Use of Agency-Defined Priorities is Optional. If used, complete page 2 to detail point assignments.</i>	
1 Medically Needy	N/A	1 Medically Needy	N/A
2 Frail Elderly	N/A	2 Frail Elderly	N/A
3 Severe Financial Hardship	N/A	3 Severe Financial Hardship	N/A
4 Hard to Reach	N/A	4 Hard to Reach	N/A
5 Priority Offsets (-1 to -10)		5 Priority Offsets (-1 to -10)	

2013 Agency Priority Plan
Exhibit H

Contractor (Agency Name):		Date	
El Dorado County Health and Human Services Agency		10/30/2012	
Prepared by	Email	Phone	Fax
Michelle Hunter, Program Manager I	michelle.hunter@edcnov.us	530-621-6161	530-295-2581

AGENCY DEFINED CATEGORIES

For each agency defined categories selected on page one, please detail and describe how your agency will apply the categories to clients.

ECIP WPO and ET		HEAP WPO and HEAP	
Medically Needy		Medically Needy	
Detail 1		Detail 1	
Detail 2		Detail 2	
Detail 3		Detail 3	
Detail 4		Detail 4	
Detail 5		Detail 5	

Frail Elderly		Frail Elderly	
Detail 1		Detail 1	
Detail 2		Detail 2	
Detail 3		Detail 3	
Detail 4		Detail 4	
Detail 5		Detail 5	

Severe Financial Hardship		Severe Financial Hardship	
Detail 1		Detail 1	
Detail 2		Detail 2	
Detail 3		Detail 3	
Detail 4		Detail 4	
Detail 5		Detail 5	

Hard to Reach		Hard to Reach	
Detail 1		Detail 1	
Detail 2		Detail 2	
Detail 3		Detail 3	
Detail 4		Detail 4	
Detail 5		Detail 5	

Priority Offsets		Priority Offsets	
Detail 1		Detail 1	
Detail 2		Detail 2	
Detail 3		Detail 3	
Detail 4		Detail 4	
Detail 5		Detail 5	

**2013 Agency Priority Plan
Exhibit H**

Contractor (Agency Name)		Date	
El Dorado County Health and Human Services Agency		10/30/2012	
Prepared by	Email	Phone	Fax
Michelle Hunter, Program Manager I	michelle.hunter@edcgov.us	530-621-6161	530-295-2581

Section 1: Weatherization Prioritization of Services

Describe your Agency's plan for prioritizing weatherization services.

The El Dorado County Weatherization Program provides weatherization services on a first come, first serve basis to income eligible clients. Applications are able to be processed and an assessment scheduled within a couple months. Assessments and/or Weatherization jobs are scheduled by geographical location in the County to maximize travel time and mileage. If the number of applications exceeds what can be processed within a couple months, a waiting list is then established. The waiting list is prioritized based on vulnerable populations. Four points are given to anyone 60+ in the household, three points are given to any disabled person in the household and 2 points are given to anyone in the household that is under 5 years of age. Total points are calculated for the household, and weatherization services are provided from highest to lowest priority points.

Section 2: 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 dwellings. Refer to your Agency Profile for beginning and ending dates of the typical heating and cooling season.

Typically, ECIP-EHCS services are not provided outside of our agency's typical heating and/or cooling season with the exception of water heater repair/replacement which may be an emergency regardless of the time of the year. However, households may be reviewed on a case by case basis if an emergency exists that our agency feels should be addressed outside of our agency's typical heating and/or cooling season.

**2013 Agency Priority Plan
Exhibit H**

Contractor (Agency Name):		Date:	
El Dorado County Health and Human Services Agency		10/30/2012	
Prepared by:	Email:	Phone:	Fax:
Michelle Hunter, Program Manager I	michelle.hunter@edcgo.us	530-621-6161	530-295-2581

Accessibility to Applications

The CSD 43 (Intake Application) must be available during regular business hours, Monday through Friday, to anyone who wishes to obtain an application. Please respond to the queries below to explain how you make applications available.

We make the application available to potential clients in the following way (please enter an "X" for all that apply):

"X"	Application Availability	Comments
X	Live agency representatives are available to take app requests during the days and hours specified in the "Comments" section at right:	Monday - Friday 8 am - 5 pm
	A message line is available on which clients can leave a message, requesting an app. If so, enter the message phone number, and days and hours of availability in the "Comments" section at right:	
	We make the app available on our website for download. If so enter the URL in the "Comments" section at right:	
	We send apps via email, when requested.	Apps sent by US mail when requested
	We perform mass mailings to the types of groups and in the approximate numbers specified in the "Comments" section at right:	
	We regularly make apps available for distribution at our local utility offices. If so, enter the name of the utility company/ies in the "Comments" section at right:	
	We regularly make apps available for distribution at local social service agencies. Examples of such agencies are listed in the "Comments" section at right:	
	We regularly make apps available for distribution at local library/ies.	
	We make hardcopy apps available directly outside/or very nearby our office, where they can be accessed when our office is closed.	
X	Other: We provide applications to such entities as the Public Guardian's office, low-income senior apartments, Multipurpose Senior Services Program, etc.	
	Other:	
	Other:	

Please enter any other information you'd like CSD to know regarding the way you make apps available:

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**2013 Agency Priority Plan
Exhibit H**

Contractor (Agency Name):		Date	
El Dorado County Health and Human Services Agency		10/30/2012	
Prepared by	Email	Phone	Fax
Michelle Hunter, Program Manager I	michelle.hunter@edcgov.us	530-621-6161	530-295-2581

Priority Plan Implementation

This information is intended to help CSD understand how your agency applies its Priority Plan, and ensure that federal requirements for prioritization are met. Please respond to the multiple choice questions, below, then complete the narrative at the bottom of this page.

- Our agency applies a minimum point threshold for the following programs, denying those who fall below the threshold. If "yes," please enter your minimum point threshold, by program. If "no," enter "n/a."

<input type="checkbox"/> 17 HEAP	<input type="checkbox"/> 17 Fast Track	<input type="checkbox"/> 22 HEAP-WPO	<input type="checkbox"/> N/A ECIP-WPO
----------------------------------	--	--------------------------------------	---------------------------------------
- Our agency applies a minimum energy burden for the following programs, denying those who fall below the percentage. If "yes," please enter your minimum energy burden, by program. If "no," enter "n/a."

<input type="checkbox"/> n/a HEAP	<input type="checkbox"/> n/a Fast Track	<input type="checkbox"/> n/a HEAP-WPO	<input type="checkbox"/> n/a ECIP-WPO
-----------------------------------	---	---------------------------------------	---------------------------------------
- Our agency gives first priority to applicants who show evidence of a "life-threatening emergency."

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Varies
---	-----------------------------	---------------------------------
- Our agency prioritizes and serves applicants based on their priority points, from highest points to lowest, until all funds are expended. This process is based on the following allocation cycle:

<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Other <u>secondary method, if applicable</u>
--------------------------------	---------------------------------	----------------------------------	--
- If an applicant qualifies to be served, but cannot be served because of high demand or some other reason, does your agency "rollover" their application for future consideration?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Varies
------------------------------	--	---------------------------------

If yes, please explain your process for rolling applications over:

Please use the space below to explain how your agency applies its Priority Plan. If you answered "Varies" to any of the questions above, explain your answer below.

Our agency is going to apply the Minimum Point Threshold for the 2013 Contract Year as our primary method. This will allow us to establish a minimum point threshold that will serve the lowest income, highest energy burden and vulnerable population. We have selected a minimum point threshold, by program to best serve our lowest income, highest energy burden and vulnerable populations. Once an initial application comes through the front desk, it will be run through the Priority Point System Database. If an application does not meet our minimum point value, the application will be denied and filed away. We will track denials in the new Denial Database. Applications that meet the minimum point value will be served. If the agency finds that the contract funds cannot be fully expended within the contract term agreement, we will implement a secondary method of accepting and prioritizing applications on a weekly limit to ensure services are sustained and funds are fully expended.



EXHIBIT I
(Standard Agreement)

(2013 LIHEAP)

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

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

PERIOD: **January 1, 2013 through June 30, 2014**

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

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

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

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

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

Chair

Title

Signature

El Dorado County Board of Supervisors

Agency/Organization

Date

ATTEST: James S. Mitrishin
Clerk of the Board of Supervisors

By

Marcie MacFarland, Deputy Clerk

EXHIBIT I
(Standard Agreement)
DISCLOSURE OF LOBBYING ACTIVITIES

(2013 LIHEAP)

Approved by OMB
0348-0046

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

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

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

(2013 LIHEAP)

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

EXHIBIT I
(Standard Agreement)

(2013 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.

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EXHIBIT J
(Standard Agreement)

REFERENCES

The following documents are incorporated by reference to this Agreement and are accessible on the CSD Providers' website at <https://providers.csd.ca.gov>:

ECIP Policy and Procedures

SWEATS Policy

Supplemental Audit Guide

CSD Weatherization Policies and Procedures

Health and Safety Appliance Replacement Policy