

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

572A



FROM: : Community Action Partnership of Riverside County

SUBMITTAL DATE:
February 13, 2013

SUBJECT: Resolution #2013-042 for the 2013 Low-Income Home Energy Assistance Program Agreement #13B-5030

RECOMMENDED MOTION: That the Board of Supervisors:

Adopt the attached Resolution #2013-042 for the 2013 Low-Income Home Energy Assistance Program (LIHEAP) Agreement #13B-5030 with the Department of Community Services and Development (CSD),

Continued (2-pages total)

[Signature]
Maria Y. Juarez, CCAR, Executive Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: 100% Federal

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *[Signature]*
Donna Shaw

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 2/13/13
Departmental Concurrence

- Consent
- Policy
- Consent
- Policy

Dept's Recomm.:
Per Exec. Ofc.:

3-21

FROM: Community Action Partnership
of Riverside County

DATE: February 13, 2013

SUBJECT: Adopt Resolution #2013-042 for the
2013 Low-Income Home Energy
Assistance Program Agreement #13B-5030

PAGE: 2 of 2

BACKGROUND:

The LIHEAP Agreement #13B-5030 in the amount of \$3,244,515 provides funding for the term January 1, 2013 through January 31, 2014. LIHEAP Program funding is to assist low-income consumers with high energy bills, repair or replace heating and cooling devices that contribute to high energy consumption, and weatherize homes.

FINANCIAL IMPACT: No County General Funds will be required. The maximum contract amount of \$3,244,515 will be budgeted for FY 2013/14 through the normal budgeting process.

CONCUR/EXECUTE: Purchasing

MYJ:KS:jb

1 **RESOLUTION 2013-042**

2 **for the**

3 **2013 Low-Income Home Energy Assistance Program**

4 **Agreement #13B-5030**

5
6 **BE IT RESOLVED** by the Board of Supervisors of the County of Riverside,
7 State of California, in regular session assembled on _____, that the Board of
8 Supervisors approves the 2013 Low-Income Home Energy Assistance Program
9 (LIHEAP) Agreement #13B-5030 with the State of California, Department of Community
10 Services and Development, and authorizes:

- 11
- 12 1. The Chair of the Board or designee to sign the 2013 LIHEAP Agreement
- 13 #13B-5030 in the amount of \$3,244,515 for the term January 1, 2013
- 14 through January 31, 2014;
- 15
- 16 2. The Chair of the Board or designee to sign all subsequent amendments in
- 17 conformance with the 2013 LIHEAP Agreement #13B-5030, not to exceed
- 18 \$6,000,000;
- 19
- 20 3. The Riverside County Purchasing Agent to sign ministerial amendments
- 21 made under the 2013 LIHEAP Agreement #13B-5030 not to exceed the
- 22 Board authorized amount of \$6,000,000; and
- 23
- 24 4. The Executive Director of Community Action Partnership of Riverside County
- to administer the program and sign all certifications, assurances, exhibits,
- and reports made under the 2013 LIHEAP Agreement #13B-5030.



FORM APPROVED COUNTY COUNSEL
BY: *Neal Raskipnis* 13.11.13
NEAL RASKIPNIS DATE

AGREEMENT NUMBER 13B-5030	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
Community Action Partnership of Riverside County
- The term of this Agreement is: **January 1, 2013 through January 31, 2014**
- The maximum amount of this Agreement is: **\$ 3,244,515.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

- 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

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.) Community Action Partnership of Riverside County		"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval." <input type="checkbox"/> Exempt per _____
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING NEAL R. KIPNIS		
ADDRESS 2038 Iowa Ave, Suite B-102, Riverside, CA 92507		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jean Johnson, Deputy Director, Administrative Services		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		

FORM APPROVED COUNTY COUNSEL 1/13/13
 BY: NEAL R. KIPNIS

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:

Riverside County

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

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

CHANGES: *ZIP Code added.

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

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

METROPOLITAN AREA ADVISORY COMMITTEE (MAAC) San Diego County, Area B		CAMPEÑINOS 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.

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(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.

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(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.

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(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.

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(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: Community Action Partnership of Riverside County		Contract Number: 13B- 5030	Telephone Number: (951) 955-6461
Class "B" Contractor's License No.: Pending Selection of Contractors	Name on License: Pending Selection of Contractors		Expiration Date: Pending Selection
Prepared By: Name and Title (Please Print) Kathryn J. Snyder, Fiscal Officer	E-mail Address: ksnyder@capriverside.org	Fax Number: (951) 955-6461	
10 - ADMINISTRATIVE BUDGET		COLUMN A	COLUMN B
1	Administrative Costs	\$ 79,738	\$ 132,897
2	Administrative Equipment (More than \$5,000)		
	Total Administrative Budget (Total of Lines 1 - 2)	\$ 79,738	\$ 132,897
20 - WEATHERIZATION PROGRAM BUDGET			
1	Intake (8% of Section 30)	\$ 79,738	\$ 132,897
2	Outreach (5% of Section 30)	49,836	83,060
3	Training and Technical Assistance	49,836	83,060
4	Direct Program Activities	737,576	1,229,292
5	Liability Insurance		
6	Major Vehicle and Field Equipment (More than \$5,000)		
7	Minor Vehicle and Field Equipment (less than \$5,000)		
8	Workers' Compensation		
9	General Operating Expenditures		
	Total Weatherization Program Budget (Total of Lines 1 - 9)	\$ 916,986	\$ 1,528,309
30 - TOTAL BUDGET (Total of Sections 10 and 20)		\$ 996,724	\$ 1,661,206

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
(Standard Agreement)

ATTACHMENT II

2013 LIHEAP EHA-16 PROGRAM BUDGET

(Please see the attached document.)

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

Contractor: Community Action Partnership of Riverside County		Contract Number: 13B- 5030	Telephone Number: (951) 955-6461
Prepared By: Name and Title (Please Print) Kathryn J. Snyder, Fiscal Officer		E-mail Address: ksnyder@capriverside.org	Fax Number: (951) 955-1399
10 - ASSURANCE 16 BUDGET			
1	Assurance 16 Activities (5% of total allocation)		\$ 332,241
20 - ADMINISTRATIVE BUDGET			
1	Administrative Costs (5% of total allocation)		\$ 199,344
2	Administrative Equipment (More Than \$5,000)		
	TOTAL ECIP/HEAP Administrative Budget (Total of Lines 1 - 2)		\$ 199,344
30 - INTAKE BUDGET			
1	Intake (8% of total allocation)		\$ 341,475
40 - OUTREACH BUDGET (ECIP AND HEAP)			
1	Outreach (5% of ECIP/HEAP)		\$ 213,422
50 - TRAINING AND TECHNICAL ASSISTANCE			
1	Training and Technical Assistance (2% of ECIP/HEAP)		\$ 85,369
60 - ECIP/HEAP PROGRAM BUDGET			
1	ECIP EHCS Diagnostics		\$ 10,000
2	ECIP EHCS Cooling Service Repair/Replacement		138,941
3	ECIP EHCS Heating Service Repair/Replacement		111,153
4	ECIP EHCS Water Heater Repair/Replacement		27,788
5	ECIP EHCS Other Program Costs		5,000
6	ECIP Wood, Propane, and Oil		68,576
7	Severe Weather Energy Assistance and Transportation Services (SWEATS) (activated by CSD)		15,000
8	HEAP Wood, Propane, and Oil		
9	Liability Insurance		10,000
10	Major Vehicle and Equipment (More than \$5,000)		
11	Minor Vehicle and Equipment (Less than \$5,000)		
12	Workers' Compensation		
13	General Operating Expenditures		25,000
	TOTAL ECIP/HEAP Program Budget (Total of Lines 1 - 13)		\$ 411,458
70 - TOTAL BUDGET (Total of Sections 10, 20, 30, 40, 50, and 60)			\$ 1,583,309

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 Community Action Partnership of Riverside County		Contract Number: 13B- 5030
Prepared By: NAME AND TITLE (please print) Kathryn J. Snyder, Fiscal Officer		
E-mail Address: ksnyder@capriverside.org	Phone Number: (951) 955-6461	Fax Number: (951) 955-1399

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	Riverside County	\$ 857,207
2		
3		
4		
5		
6		
7		
8	TOTAL	\$ 857,207

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	Riverside County	\$ 2,160,159
2		
3		
4		
5		
6		
7		
8	TOTAL	\$ 2,160,159

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	Riverside County	\$ 3,017,366
2		
3		
4		
5		
6		
7		
8	TOTAL	\$ 3,017,366

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							5, 6, 7, 9, 10
		FAU (Split System)							5, 6, 7, 8, 9, 10, 20, 21
		Multi-Unit Central System							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							5, 6, 7, 8, 10, 43
		Evaporative Cooler Window/Wall							
		Forced Air Unit (Split System)							
		Multi-Unit Central System							
					\$1644 per dwelling		15		
					\$3483 per dwelling		20		
					\$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 - LIHEAP and ECIIP 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, ECIIP 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				
		Other Types Not Listed			\$2375 per dwelling or 50% of replacement				
		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, ECIIP 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				
		Other			\$4749 per dwelling				
		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	Reweathering - LIHEAP and EICIP 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, EICIP EHCS	N/A	As required by EPA	N/A		5
11	Water Heater Repair	Electric	HSM	LIHEAP, EICIP EHCS	\$970 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4		5, 6, 7, 8, 10
		Gas & Propane							6, 7, 8, 10
		Mobile Home							5, 6, 7, 8, 10
		Multi-Unit Central System							10
12	Water Heater Replacement	Electric	HSM	LIHEAP, EICIP EHCS	\$1940 per MUD	1 repair or replacement per MUD unit/building; primary only	10		5, 6, 7, 8, 10, 43
		Natural Gas and Propane							6, 7, 8, 10, 43
		Mobile Home							5, 6, 7, 8, 10, 43
		Multi-Unit Central System							10, 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	Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes
4	Compact Fluorescent Lamps	Hard Wire Thread Based	EBL	LIHEAP	\$68 per lamp \$7 per bulb	2 lamps per dwelling 10 bulbs per dwelling	4		5, 27
5	Cover Plate Gaskets		INF	LIHEAP	\$33 per dwelling	1 occurrence per dwelling	20		16
6	Door Repair	Exterior - All Other Types Sliding Glass - 72" x 80" and smaller Sliding Glass - Greater than 72" x 80"	INF	LIHEAP	\$250 per door \$713 per door \$856 per door	3 repairs per dwelling 1 repair per dwelling	15		16, 17, 36
7	Door Replacement - Catastrophic leaks only	Exterior - All Other Types Sliding Glass - 72" x 80" and smaller Sliding Glass - Greater than 72" x 80"	INF	LIHEAP	\$500 per door \$1425 per door \$1782 per door	3 replacements per dwelling 1 replacement per dwelling	15		17, 36
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 Furnace	GHW	LIHEAP	\$100 per dwelling	1 occurrence per dwelling 1 occurrence per dwelling	4		35
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 ECHIP 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	Reweathering - LIHEAP and ECIIP 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				
23	Windows - Catastrophic leaks only	Repair Replacement	INF	LIHEAP	\$1200 per dwelling \$2400 per dwelling	1 occurrence per dwelling; no maximum quantity	20		17, 42
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	Rewetherization - LIHEAP and ECIIP 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, ECIIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per dwelling; primary only	Per Energy Audit		5, 6, 8, 10, 41, 43	
		Evaporative Cooler Roof								5, 6, 7, 8, 10, 41, 43
		Evaporative Cooler Window/Wall								5, 6, 7, 8, 10, 20, 41, 43
		Forced Air Unit (Split System)								5, 6, 7, 8, 10, 20, 32, 41, 43
		Multi-Unit Central System								5, 6, 7, 8, 10, 20, 32, 41, 43
2	Heating Source Replacement (Energy Efficiency Upgrades)	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	EEU	LIHEAP, ECIIP 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)								6, 7, 8, 10, 11, 12, 41, 43
		Mobile Home Furnace								6, 7, 8, 10, 41, 43
		Multi-Unit Central System								6, 7, 8, 10, 41, 43
		Other								6, 7, 8, 10, 14, 41, 43
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	
		Wood-Fueled								
SECTION: Other Program Costs										
1	Wages - Field Staff		OTH	LIHEAP, ECIIP 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
EBL	Electric BaseLoad Measure
EEL	Energy Efficiency Upgrade
GHW	General Heat Waste
HSM	Health and Safety Measure
INF	Infiltration Reduction Measure
INS	Insulation Measure
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.

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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.

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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

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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).)

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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)

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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.

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- 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

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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.

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(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.

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- 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.

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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.

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- 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.

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- 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.

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- 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

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

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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.

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- 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 Contract 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
 Executive Director and Board Roster
 Exhibit D, Attachment II
 CSD 188 New

Received by CSD:

Executive Director and Board Roster- CSBG

Agency Name: Community Action Partnership of Riverside County
 Agency Address: 2038 Iowa Ave Suite B#102, Riverside, CA 92507

Effective Date: 01/17/13

Total Number of board seats: 31

Submitted By: Tamara L. Martin, Executive Assistant

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.

Sector: Please indicate P=Public, PR= Private, L= Low Income

**Please indicate vacancy title, and date of vacancy in the "Name" field.

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Maria Y. Juarez, CCCAP	Executive Director	2038 Iowa Ave Suite B#102, Riverside, CA 92507		951.955.4900	MJuarez@capriverside.org
J. Gene Walker	Board Chair	P.O. Box 5313., Palm Springs, CA 92263	L	760.778.1301	jwalker15@dc.rr.com
As a Public Agency, the Riverside County, Board of Supervisors and the County	Additional Authorized signer of the Contract				
Susan McKee	Vice-Chair/ Alternate Education	University of California, Riverside Governmental & Community Relations	PR	909.374.6574	susan.mckee@ucr.edu
Dale Cook	Secretary Alternate/	City of Palm Springs P.O. Box 2743	P	760.323.8198	Dale.Cook@palm Springs-ca.gov
Art Garcia	Commissioner/Alternate District 1	14190 Moonridge Drive Riverside, CA 92503	L	951.525.0350	ib1mrg41@gmail.com
Marvin Powell, Jr.	Commissioner/Primary District 2	3570 Second Street Riverside, CA 92501	L	951.237.0129	marvinjr@gmail.com
Penelope Engard	Commissioner/Primary District 3	551 N. Santa Fe. St. #125 Hemet, CA 92543	L	951.846.9123	tsracker1743@gmail.com

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 Exhibit D, Attachment II
 CSD 188 New

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Courtenay Justice	Commissioner/ Primary District 5	25650 Palo Cedro Drive Moreno Valley, CA	L	951.924.4775	Dayjavu19@aol.com
Josiah Bruny	Commissioner/Alternate District 5	P.O. Box 6160 Moreno Valley, CA 92554	L	951.992.0721	jbruny@musicchanginglives.org
Cecila Torez	Commissioner/Alternate-at-Large	5932 Grand Ave #Riverside , CA 92504	L	951.603.4743	cecilia1683@yahoo.com
Don M. Peterson	Commissioner/Primary City of Banning	City of Banning 99 E. Ramsey	L	951.922.3146	don@donpeterson.org
Art Welch	Commissioner/Alternate City of Banning	City of Banning P.O. Box 998	P	951.922.3241	awelch@ci.banning.ca.us
Steven Hernandez	Commissioner/Primary	City of Coachella 1515 6th St.	P	951.591.1766	s.hernandez@coachella.org
Kaye Reynolds	Commissioner/Alternate	City of Coachella	P	760.398.3502	kreynolds@coachella.org
Ginny Foat	Commissioner/Primary City of Palm Springs	City of Palm Spring Councilmember Ginny Foat	P	760.778.7832	Ginny.Foat@palmsprings-ca.gov
Julio Rodriguez	Commissioner/Primary City of Perris	City of Perris Councilmember Julio Rodriguez	P	951.581.2565	jrodriguez@cityofperris.org
Andy Melendrez	Commissioner/Primary City of Riverside	City of Riverside Councilman Andy Melendrez	P	951.826.5991	asmelendrez@riversideca.gov
Ken Gutierrez	Commissioner/Alternate City of Riverside	City of Riverside Councilman Ken Gutierrez	P	951.826.5991	kgutierrez@riversideca.gov

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 Exhibit D, Attachment II
 CSD 188 New

Received by CSD:

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Helen Barnes	Commissioner/Primary Employment	2102 West Lincoln Banning, CA 92220	PR	951.675.4326	animalshelter@hotmail.com
Vacant	Commissioner/Alternate Employment		PR		
Jenice Haskin	Commissioner/Primary Social Services	United Way of the Inland Valleys 6215 Rivercrest Drive., Suite B	PR	951.697.4719	jhaskin@uwiv.org
William Claire	Commissioner/Alternate Social Services	19 La Costa Drive Rancho Mirage, CA 92270-1614	PR	760.285.7870	wclaire@dc.rn.com
Ameal Moore	Commissioner/Primary District 1	1156 Lyndhurst Drive Riverside, CA 92507-5941	LI	951.682.6917	moore682@charter.net
Karen Roberts	Commissioner/Primary Health Care	Kaiser Permanente Public Affairs Director	PR	951.602.4124	karen.s.roberts@kp.org
Shelagh Camak	Commissioner/Primary Education	Riverside Community College District Dean of Workforce Preparation	PR	951.222.8671	shelagh.camak@rcc.edu
Bruce Kulpa	Commissioner/Primary Housing	Riverside Housing Development Corporation 14375 Harvey Lane	PR	951.341.0170	kulpabruce@aol.com
Cynthia Quintero	Commissioner/Alternate City of Perris	City of Perris Community Services Department	P	951.943.6100	cquintero@cityofperris.org
Kerry Pendegast	Commissioner/Alternate Private Sector	President and CEO Premier Service Bank	PR	(951) 300-2280	klp@premierservicebank.com
Vacant	Commissioner/Alternate District 2		LI		

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 Exhibit D, Attachment II
 CSD 188 New

Name:	Title/Position:	Address:	Sector:	Phone Number:	Email:
Crystal Doyle	Commissioner/Alternate District 3	43235 Hacienda St. Apt. #J Hemet, CA 92544	LI	951.210.2872	crystal_doyle508@yahoo.com
Tiffany Baker	Commissioner/Alternate Private Sector	27262 Via Industria Temecula, CA 92590	PR	951.514.2939	tbaker@thempowermentcenterin tl.com

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: Community Action Partnership of Riverside County				Contract Number: 13B-5030		
Prepared By: NAME AND TITLE (please print) Godwin Aimua, Energy Manager						
E-mail Address: Gaimua@capriverside.org		Phone Number: 951-955-6404		Fax Number: 951-955-0944		
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
County of Riverside	\$1,661,206.00	0.00%	25.00%	35.00%	40.00%	545
Total	\$1,661,206.00	\$0.00	\$415,301.50	\$581,422.10	\$664,482.40	545

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
County of Riverside	\$1,583,309.00	0.00%	25.00%	35.00%	40.00%	518
Total	\$1,583,309.00	\$0.00	\$395,827.25	\$554,158.15	\$633,323.60	518

Local Service Provider Name: Community Action Partnership of Riverside County				Contract Number: 13B-5030		
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
County of Riverside	\$3,017,366.00	5.00%	30.00%	40.00%	25.00%	9256
Total	\$3,017,366.00	\$150,868.30	\$905,209.80	\$1,206,946.40	\$754,341.50	9256

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
County of Riverside	\$6,261,881.00	\$150,868.30	\$1,716,338.55	\$2,342,526.65	\$2,052,147.50	10319
Total	\$6,261,881.00	\$150,868.30	\$1,716,338.55	\$2,342,526.65	\$2,052,147.50	10319

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.