

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

157



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
January 28, 2014

SUBJECT: Resolution #2014- 036 for the 2014 Low-Income Home Energy Assistance Program (LIHEAP) Agreement #14B-5028, Thirteen (13) Months. Districts 1 – 5. [\$1,112,290] [Federal]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Adopt the attached Resolution # 2014 – 036 for the 2014 Low-Income Home Energy Assistance Program (LIHEAP) Agreement #14B-5028 with the Department of Community Services and Development (CSD); and;
- 2) Approve and direct the Auditor Controller to adjust the budget as identified in the attached Schedule A.

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Paul Angulo 1/22/14

[Signature]
Name: Maria V. Juarez, CCAP
Title: Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1,112,290	\$ 0	\$ 1,112,290	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> X
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: 100% Federal Funds				Budget Adjustment: Yes	
				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION:

APPROVE

BY: Donna Shaw
Donna Shaw

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

PURCHASING: [Signature]
 Departmental Concurrence
 Mark Sellers, Assistant Director
 FORM APPROVED COUNTY COUNSEL
 BY: [Signature] DATE: 1/21/14
 NEAL R. KIPNIS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 2/26/2013 (3-21) | District: | Agenda Number:

3-6

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Resolution #2014 - 036 for the 2014 Low-Income Home Energy Assistance Program
(LIHEAP) Agreement #14B-5028, Thirteen (13) Months. Districts 1 – 5. [\$1,112,290]**

DATE: January 28, 2014

PAGE: Page 2 of 3

BACKGROUND:

Summary

LIHEAP Agreement #14B-5028 in the amount of \$1,112,290 provides funding for the term January 1, 2014 through January 31, 2015. 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.

Impact on Citizens and Businesses

The LIHEAP program provides utility payment assistance and installation of energy conservation measures designed to reduce energy costs and make homes safer and healthier for low-income households.

SUPPLEMENTAL:

Additional Fiscal Information

No County General Funds will be required.

ATTACHMENTS:

Schedule A

Resolution #2014 - 036

MYJ; KS; bn

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Resolution #2014 - 036 for the 2014 Low-Income Home Energy Assistance Program
(LIHEAP) Agreement #14B-5028, Thirteen (13) Months. Districts 1 – 5. [\$1,112,290]**

DATE: January 28, 2014

PAGE: Page 3 of 3

FROM: Community Action Partnership
of Riverside County

DATE: January 28, 2014

SUBJECT: Budget Adjustment

PAGE: 3 of 3

SCHEDULE A

Community Action Partnership of Riverside County
Budget Adjustment
Fiscal Year 2013/2014

INCREASE IN EST. REVENUE:

CAARC-21050-5200200000-767220	Fed Other Operating Grants	\$ 1,112,290
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INCREASE IN APPROPRIATIONS:

CAARC-21050-5200200000-510040	Regular Salaries	\$ 300,000
CAARC-21050-5200200000-518100	Budgeted Benefits	\$ 150,000
CAARC-21050-5200200000-510320	Temporary Salaries	\$ 150,000
CAARC-21050-5200200000-520115	Uniforms-Replacement Clothing	\$ 3,000
CAARC-21050-5200200000-520200	Communications	\$ 10,000
CAARC-21050-5200200000-525080	Temp Assist pool Svcs	\$ 35,000
CAARC-21050-5200200000-526910	Field Equipment-Non-Assets	\$ 15,000
CAARC-21050-5200200000-536240	Other Contract Agencies	\$ 405,577
CAARC-21050-5200200000-536840	Interfnd Exp-Co Support Service	\$ 28,713
CAARC-21050-5200200000-537020	Interfnd Exp-Legal Services	\$ 8,000
CAARC-21050-5200200000-537090	Interfnd Exp-Personnel	\$ 2,000
CAARC-21050-5200200000-537240	Interfnd Exp-Utilities	\$ 5,000

Total		\$ 1,112,290
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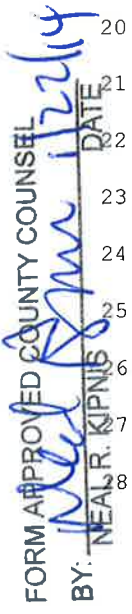
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RESOLUTION # 2014 - 036

**For the
2014 Low-Income Home Energy Assistance Program
Agreement #14B-5028**

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on January 28, 2014, that the Board of Supervisors approves the 2014 Low-Income Home Energy Assistance Program (LIHEAP) Agreement #14B-5028 with the State of California, Department of Community Services and Development, and authorizes:

1. The Chair of the Board or designee to sign the 2014 LIHEAP Agreement #14B-5028 in the amount of \$1,112,290 for the term January 1, 2014 through January 31, 2015;
2. The Chair of the Board or designee to sign all subsequent amendments in conformance with the 2014 LIHEAP Agreement #14B-5028, not to exceed \$4,000,000;
3. The Riverside County Purchasing Agent to sign ministerial amendments made under the 2014 LIHEAP Agreement #14B-5028 not to exceed the Board authorized amount of \$4,000,000; and
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 2014 LIHEAP Agreement #14B-5028.

FORM APPROVED COUNTY COUNSEL
BY:  DATE: 1/28/14
NEAL R. KIPNIS

AGREEMENT NUMBER 14B-5028	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, 2014 through January 31, 2015**
- The maximum amount of this Agreement is: **\$ 1,112,290.00**
- 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
- 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
Attachment I
- Exhibit G - Definitions
- Exhibit H - 2014 Agency Priority Plan - Weatherization and ECIP-EHCS
- Exhibit I - Certification Regarding Lobbying, Disclosure of Lobbying Activities

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

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

Cindy Halverstadt, Deputy Director, Administrative Services

ADDRESS

2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE:

"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."

Exempt per _____

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in EXHIBIT A, Section 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.

Contractors that provide services in Los Angeles and San Diego Counties shall refer to the ZIP Code listing located at <http://providers.csd.ca.gov> to determine the ZIP Codes for their respective area.

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

Riverside County.

3. Send all correspondence and relevant reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations
Address:	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 LIHEAP Program Guidance No. XX" posted at <http://www.csd.ca.gov>.
- B. That such additional requirements shall be issued by CSD in the most timely and expeditious manner practicable;
- C. That such additional requirements shall be reasonably necessary to realize the purposes of the Low-Income Home Energy Assistance Program;
- D. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
- E. That the parties' failure to execute a mutually acceptable amendment, as contemplated in 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 abide by all requirements in California Contractor Certification Clauses 307 (CCC-307).

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

8. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER

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

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 2014 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) The Department has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.
- 5) The State shall authorize expenditures of funds under this Agreement based on the Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.

EXHIBIT B
(Standard Agreement)

- 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 2014 LIHEAP Weatherization Budget (CSD 557D) and 2014 LIHEAP EHA-16 Program Budget (CSD 537E) based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement.
- 2) In the event the LIHEAP annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in EXHIBIT G. When this Agreement is amended to reflect the Final Allocation, the budget and allocation forms shall be amended to reflect the actual annual allocation.

B. Weatherization Waiver

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

C. Nonconsideration Allocation

The total Nonconsideration payable by the State to Contractor under this Agreement shall be allocated as shown on the 2014 LIHEAP NONCONSIDERATION ALLOCATIONS (CSD 516), Attachment III, to this Exhibit.

EXHIBIT B
(Standard Agreement)

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

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

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

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

D. Working Capital Advance and Major Purchase Advances

- 1) Working Capital Advance (WCA)

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

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

EXHIBIT B
(Standard Agreement)

- ii. The Model Federal Advance Requirements are hereby incorporated by reference and adopted by the parties, for purposes of guiding and informing WCA requirements under the Agreement. The “Model Federal Advance Requirements” are defined as the provisions set out in the Code of Federal Regulations (CFR), Title 10, Chapter II, Sections 600.122, 600.220 and 600.221; and
 - iii. Guidance issued by the State regarding the scheduling of the WCA and the disbursement or expenditure of the funds by Contractor, while conforming to the requirements of subparagraphs 1) and 2) of the present Paragraph D, shall also take into account the practical requirements and limitations of efficient administration and the effective implementation of this Agreement by both Contractor and the State.
- d. In order to affect the purposes and requirements of subparagraphs 1) a. and b. above, the State has established the following general provisions in order to give effect to the WCA Requirements set out in this Agreement and in such supplemental guidance as may be issued:
- i. To ensure a minimal lapse of time between the transfer of funds, and the disbursement or expenditure by Contractor, and to effect both the consolidation of advance requests and optimal administration of advance payments, the WCA will be based on Contractor’s reasonable quarterly projections of anticipated expenditures allowable under the terms of this Agreement;
 - ii. The WCA request shall be: 1) submitted in advance of the beginning of the quarter, in accordance with CSD’s guidance; and 2) is subject to CSD’s review and approval;
 - iii. Upon approval of the WCA request, a payment will be issued to Contractor, which shall be limited to one hundred percent (100%) of the Contractor’s total projected expenditures for the entire quarter, not to exceed twenty-five percent (25%) of the Contractor’s total contract amount. If the WCA request exceeds the remaining balance, then Contractor will only receive the amount of the remaining balance;

EXHIBIT B
(Standard Agreement)

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

2) Major Purchase Advances

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

- a. Request must be completed via the Major Purchase Advance Request (CSD 144).
- b. Limited to purchase of items in excess of \$5,000.
- c. No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD.

EXHIBIT B
(Standard Agreement)

- d. Procurement must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558).
- e. Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect one-hundred percent (100%) liquidation in the month following the expected date of purchase.
- f. Major Purchase advance requests will not be granted unless Contractor has fully complied with the obligations and conditions of any Working Capital Advance (WCA) Contractor has received.

3) Special LIHEAP Provisions

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

4) Interest on Advances

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

E. Non-advance Payments and Offsets

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

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

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

EXHIBIT B
(Standard Agreement)

the applicant and the utility company. All payments shall be deducted from Contractor's Nonconsideration allocation.

G. HEAP Payments – Electric and Gas

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

H. Program Income

- 1) Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) as income that is generated or earned as a result of LIHEAP activities.
- 2) Determining Net Program Income
 - a. Except as provided below in paragraph b., any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.
 - b. Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.
- 3) Expenditure, Reporting, and Rollover of Program Income
 - a. Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.
 - b. Contractor may expend program income during the term of this Agreement. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Agreement or other time(s) when CSD may request an accounting of program income.
 - c. Contractor's unexpended program income at the close-out of this Agreement shall roll over to subsequent LIHEAP Agreement(s) and be added to Contractor's grant allocation.
 - d. If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of

EXHIBIT B
(Standard Agreement)

rollover program income must be tracked by Contractor and can be used only for allowable LIHEAP expenditures.

3. ALLOWABLE COSTS

A. Cost Reporting

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

B. Administrative

1) General

- a. Administrative costs shall not exceed the amounts as set forth in Attachments I and II to this Exhibit. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Community Services Block Grant (CSBG) in excess of the CSBG contractual limitations.
 - b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
- 2) Local governments shall use 2 CFR Part 225 (OMB Circular A-87, Cost Principles for State and Local Governments) as a guide for determining administrative costs.
 - 3) Private, nonprofit corporations shall use 2 CFR Part 230 (OMB Circular A-122, Cost Principles for Nonprofit Organizations) as a guide for determining administrative costs.

EXHIBIT B
(Standard Agreement)

4) Assurance 16, ECIP, and HEAP

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

5) Weatherization

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

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

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

C. Program Costs

1) General

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

2) Outreach

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

3) Intake

Intake shall be allocated at eight percent (8%) of the Weatherization Budget and eight percent (8%) of the ECIP/HEAP Consideration/Nonconsideration Budget based on the Interim Allocations

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and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to eight percent (8%) of Final Allocation. Intake in excess of eight percent (8%) may be charged as an administrative cost not to exceed allowable administrative cost maximum.

4) Assurance 16 Costs

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

5) Direct Program Activities

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

6) ECIP Emergency Heating and Cooling Services (EHCS)

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

7) Workers Compensation

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

8) Liability Insurance

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

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- 9) Training - Weatherization and ECIP-EHCS
- a. Training and technical assistance shall be allocated up to five percent (5%) of the total Weatherization allocation and up to two percent (2%) of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost.
 - b. If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of Energy Program Data (EPD) System or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.
 - c. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages. On-the-job training is not reimbursable when the labor hours associated with the training are charged to a Weatherization measure for reimbursement.
 - d. Crew members participating in on-the-job training or acting in a helper role shall be expensed to training and not to the installation of measures and will be charged at actual cost. The length of time for on-the-job training shall be in accordance with the Contractor's internal training program.
 - e. Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the TRAINING REQUIREMENTS Section of Exhibit F of this Agreement. Training may also include internal contractor training, safety training, attendance of weatherization-related training to include EPD System or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), CSD, and/or other organizations offering a component of weatherization training.
- 10) Major Vehicle and Field Equipment More Than \$5,000 – Acquisition Costs
- a. Acquisition Costs shall mean the actual costs associated with the purchase of vehicle and field office equipment over \$5,000 per unit used for the purpose of delivery of direct services.

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- b. CSD must pre-approve purchases or lease-purchase option of vehicles and field office equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).
- 11) Minor Vehicle and Field Equipment Less Than \$5,000 – Acquisition Costs
- Acquisition Costs shall mean the actual costs associated with the purchase of vehicle and field office equipment under \$5,000 per unit used for the purpose of delivery of direct services.
- 12) General Operating
- General and operating expenses shall mean those actual costs associated with the direct delivery of LIHEAP services and related facilities, office and computer equipment, office supplies, telephone, travel, and utilities that are directly allocable to those activities defined as allowable program costs.
- 13) Solar Hot Water Heating Training
- Contractor participating in the Solar Hot Water Heating pilot project can charge the actual costs for training associated with pilot participation.
- 14) Automation Supplemental Allocation
- a. Contractor can allocate funds to the Automation Supplemental Allocation (ASA) in an amount not to exceed fifty thousand dollars (\$50,000), to be used to meet Contractor’s IT automation needs to comply with updated or new CORE requirements or contractual reporting requirements programmatic in nature, related CORE IT expenses, and with ongoing programmatic IT expenses. ASA funds are not limited exclusively to CORE-related IT expenditures but any IT expense related to CORE or costs incurred may include necessary training on upgrades to Contractor’s system.
 - b. If Contractor expended funds in prior year for a system and now wants to purchase a new system with ASA funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor’s ASA plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

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- c. In order to qualify for reimbursement of expenditures incurred pursuant to this section, Contractor must fully comply with the following terms, conditions, and obligations:
 - i. The ASA may be used only for those Contractor's CORE-related IT expenditures that are programmatic in nature. CORE-related IT expenditures that are administrative in nature must be charged against Contractor's Administrative Budget.
 - ii. In delineating the program and administrative expenditures, Contractor shall consider whether the expenditure or cost is primarily used to support: 1) program operations; or 2) agency (organization) operations, as commonly understood under accountancy guidelines, with particular reference to the principles and provisions set out in the applicable Office of Management Circulars. Programmatic CORE-related IT expenses are those incurred in connection with allowable program expenses as defined in the LIHEAP Agreement. The delineation between programmatic and administrative CORE-related IT activities will be determined in part by the type of IT system selected to interface with CORE and the array of functions the system will perform.
- d. Contractor may, at any time, use ASA funds for direct program expenses, provided advance notice is given to CSD so that the ASA line budget item may be adjusted accordingly.
- e. CORE-related IT costs charged to the ASA shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.
- f. CORE-related IT costs that exceed the maximum ASA amount of fifty thousand (\$50,000) may not be reimbursed by CSD.
- g. If Contractor has previously developed and utilizes its own unique customized automated reporting system to comply with CSD's reporting requirements, such contractor shall be deemed a "Self-Reporting User." The following provisions apply to Self-Reporting Users:
 - i. If Contractor elects to modify and upgrade its existing IT system so that the system is compatible with and able to interface with the CORE system, it is the Contractor obligation to ensure that the upgraded system is fully

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compliant with CORE requirements. CSD's responsibility is limited to providing Contractor or its consultants and vendors with the applicable system specifications and interface protocols.

- ii. Contractor may use its ASA to pay the necessary cost of upgrading its system and interfacing with CORE, as well as related and attendant costs. Costs incurred may include necessary training on upgrades to Contractor's system.
- iii. If Contractor expended funds in prior year for a system and now wants to purchase a new system with ASA funds, Contractor must utilize unrestricted funds, bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's ASA plan is appropriately revised and CSD gives its written approval of the plan and request for variance.
- h. Services procured by Contractor in order to implement updates to Contractor's customized automated reporting system shall be conducted in compliance with Contractor's procurement policy and with all applicable contract requirements and the provisions of federal and state law.
- i. Upon approval by CSD, if Contractor procures, from a third-party source, a new customized automated reporting system with supplemental functionality beyond basic CORE reporting requirements, then such Contractor shall be deemed a "Third Party Customized System User." The following provisions apply to Third Party Customized System Users:
 - i. If Contractor elects to procure a new customized automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CORE requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols.
 - ii. If Contractor expended funds in prior year for a system and now wants to purchase a new system with ASA funds, Contractor must utilize unrestricted funds, bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual ASA funding for such conversion. Any alteration to this provision requires

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prior written approval from CSD and must include the submission of a revised ASA plan.

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

4. SERVICE AREA EXPENDITURE REQUIREMENTS

- A. For purposes of this section the following definitions apply:

Service Area means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

Target Service Area means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Agreement.

Target Allocation means that sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

Service Territory means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g. weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the

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contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

- B. The present paragraph 4. shall apply to Contractor if any of the following pertain:
- 1) This Agreement involves funding for LIHEAP services provided by Contractor in multiple Service Areas;
 - 2) Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Agreement; or
 - 3) Some combination of 1) and 2).
- C. The Target Allocation(s) specified in this Agreement shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.
- 1) Contractor is not required, but shall endeavor, to expend ninety percent (90%) or more of the applicable Target Allocation(s) in each Target Service Area(s).
 - 2) Contractor shall, within 30 days of execution of this Agreement, submit a Plan showing by which it will endeavor to attain the Target Service Area expenditure goals as specified in Exhibit D, Attachment II - Expenditure and Performance Benchmarks, to include how it will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.
 - 3) Contractor and CSD understand that the contract term covered by this Agreement is a transitional period in which Contractor will refine policies, mechanisms, and measures to realize its Expenditure Plan goals so that in coming years, as CSD's data gathering and reporting capabilities are enhanced, actual expenditures by service area can be assessed and Target Allocations appropriately spent.
 - 4) At the time of closeout, Contractor shall submit a report comparing Contractor's expenditure goals, by Service Area, to actual expenditures, how Contractor's Expenditure Plan succeeded or failed, what lessons were learned, and what changes in operations are anticipated in coming years.

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- 5) Contractor may expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Agreement, under the following circumstances:
- a. when there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and
 - b. when Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.
- D. Notwithstanding the provisions of subparagraph C, Contractor is authorized under the terms of this Agreement to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, worker's compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5. 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

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allowed to claim Assurance 16 costs when a safety check of combustion appliances reveals safety hazards that preclude tightening of the envelope.

- 4) Contractor shall not claim Assurance 16 costs for client education unless the dwelling was previously weatherized by nonfederal funds, i.e., regulated or non-regulated utility companies, private-sector funds, etc., or by a weatherization service provider not associated with the provisions of this Agreement. If such circumstances exist, Contractor shall conduct client education and shall claim Assurance 16 costs for the occupants of each eligible unit previously weatherized.

C. Wood, Propane, and Oil Assistance

- 1) HEAP WPO

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

- 2) ECIP WPO

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

D. Weatherization and EHCS Specific

- 1) Contractor may claim reimbursement for Weatherization-related activities under the terms of this Agreement as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.
- 2) Contractor shall ensure that duplicate billings for the same product or service do not occur.
- 3) Maximum Reimbursements
 - a. Contractor shall be entitled to obtain a maximum average reimbursement of \$4,055 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

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pursuant to 42 UCS 8622(1), the maximum average reimbursement shall be \$4,514 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.
- d. If an energy audit is performed, Contractor shall adhere to the investment determinations rendered by the site specific energy audit not to exceed the maximum average of \$6,904 per dwelling unit.

4) Measure Reimbursement

a. Measure Maximums

- i. For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services up to the maximum reimbursement allowable.
- ii. Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, minor envelope repair, or another CSD program.
- iii. When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in ATTACHMENT IV to this Exhibit. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

b. Assessments and Diagnostics

- i. Contractor may claim reimbursement for dwelling assessment for each eligible household.

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- ii. Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized. For dwellings weatherized under this Agreement, Contractor may claim reimbursement for a modified dwelling assessment to perform reweatherization services during the useful life period of the initial dwelling assessment. Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.
 - iii. If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling and charge for intake.
 - iv. In the case of an unweatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed. Reimbursement for travel is not allowable.
 - v. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.
 - vi. HERS rater and permit fees are acceptable expenses and may be charged only once per measure to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS rater fee and permit reimbursement includes subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.
- c. Labor Reimbursement
- i. Contractor shall bill the number of actual labor hours and costs associated with the installation of Weatherization and EHCS measures for the time spent at the job site.
 - ii. Contractor must be able to substantiate all actual labor hours and labor costs charged.

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- iii. Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.
- iv. When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or EHCS crew members who share in the installation of that subcontracted measure, Contractor shall bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by crew members.
- v. Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses.
- vi. Contractor shall bill the actual labor hours incurred by Weatherization and EHCS crew members or other personnel associated with the direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.
- vii. Actual Labor Hours
 - (a) For measures that are not reimbursed by fixed fees, Contractor shall bill the number of actual labor hours associated with the installation of Weatherization and EHCS measures for the time spent at the job site.
 - (b) Contractor shall bill the actual labor hours incurred by Weatherization and EHCS crew members or other personnel associated with the direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.
- viii. Lead Safe Weatherization

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

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- 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 reweatherization call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.
 - iii. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units within that building envelope.
 - iv. Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.
- 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

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

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

iii. Lodging and Per Diem

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

iv. Disposal Fees

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

v. Vehicle and Equipment Repair and Maintenance

- (a) Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment and fuel and oil.
- (b) Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

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vi. Historic Preservation Reviews

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

vii. Clearance Inspections for HUD Units

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

viii. Waste Breakage

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

ix. Ancillary Supplies

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

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5) Dwelling Status

a. Completed Units

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

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS and regardless to the completion of other weatherization measures installed within the same dwelling.
- iv. If Contractor is not able to complete weatherization or ECIP HCS direct services during the contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

b. Unweatherized Dwellings

- i. Contractor may claim reimbursement for outreach and intake for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion

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appliances reveals safety hazards that preclude installation of measures.

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

c. Previously Weatherized Dwellings

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

d. Leveraging with Non-Federal Funding

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

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

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

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

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6. REPORTING REQUIREMENTS

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

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

B. Monthly Reports

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

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C. Solar Warranty Reporting

Contractors participating in the 2013/2014 Solar Water Heating (SWH) Pilot Project shall report to CSD whenever warranty work is required on any Solar Water Heating Systems installed under the pilot. The SWH Warranty Report shall include a written description of the following:

- i. Dwelling address at which warranty work was provided;
- ii. Reason for warranty work (what was the problem);
- iii. The date (or dates) on which warranty work was provided; and
- iv. List of the costs charged to the LIHEAP contract for the warranty work.

The SWH Warranty Report shall be submitted during the month in which reimbursement for the warranty work is requested.

The SWH Warranty Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty Report" in the Subject line.

D. 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.

E. Close-out Report

- 1) 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

**EXHIBIT B
(Standard Agreement)**

LIHEAP or other CSD contracts shall also be contingent upon timely receipt of the close-out report of this Agreement.

2) The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, shall be contingent upon receipt of the close-out report which is due 90 days from the end of the contract term.

3) The close-out report shall include the following forms:

a. Close-out checklist with authorized signature (CSD 733);

b. Interest and Program Income Earned Reconciliation Report (CSD 733F); and

c. Equipment Inventory Schedule (CSD 733G).

4) Interest and Program Income-Earned and Expended

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

5) 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.

7. 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 2014 LIHEAP WEATHERIZATION BUDGET (CSD 557D) and Instructions;

B. ATTACHMENT II 2014 LIHEAP EHA-16 PROGRAM BUDGET (CSD 537E) and Instructions;

C. ATTACHMENT III 2014 LIHEAP NONCONSIDERATION ALLOCATIONS (CSD 516); and

EXHIBIT B
(Standard Agreement)

- D. ATTACHMENT IV REIMBURSEMENT RATES FOR WEATHERIZATION
AND EHCS ACTIVITIES.

**EXHIBIT B - ATTACHMENT I
2014 LIHEAP WEATHERIZATION BUDGET**

Contractor: Community Action Partnership of Riverside County		Contract Number: 14B- 5028	Telephone Number: (951) 955-6461
Class "B" Contractor's License No.: 1) 607743; 2) 704414; 3)794484; 4) 885220; 5) 835016; 6) 864393		Name on License: 1) Ace & Sons 2) Reliable Energy 3) Western Insulation, Inc 4) David Starrett Construction 5) Synergy Companies 6) Hawaii Blue	Expiration Date: 1) 12/14; 2) 03/15; 3) 05/15 4)10/14; 5) 03/14; 6) 05/15
Prepared By: Kathryn J. Snyder CCAP, Assistant Director		E-mail Address: ksnyder@capriverside.org	Fax Number: (951) 955-1399
10 - ADMINISTRATIVE BUDGET		COLUMN A	COLUMN B
1	Administrative Costs	\$ 30,681	\$ 30,681
2	Administrative Equipment (More than \$5,000)		
Total Administrative Budget (Total of Lines 1 - 2)		\$ 30,681	\$ 30,681
20 - WEATHERIZATION PROGRAM BUDGET			
1	Intake	\$ 30,681	\$ 30,681
2	Outreach	19,176	19,176
3	Training and Technical Assistance	19,176	19,176
4	Direct Program Activities	246,299	246,299
5	Liability Insurance	2,500	2,500
6	Major Vehicle and Equipment (More than \$5,000)		
7	Minor Vehicle and Equipment (Less than \$5,000)		
8	Workers' Compensation	10,000	10,000
9	General Operating Expenditures	25,000	25,000
10	Training and Technical Assistance - Solar Hot Water Heating		
Total Program Costs (Total of lines 1 - 10)		\$ 352,832	\$ 352,832
30 - TOTAL BUDGET (Total of Section 10 and 20)		\$ 383,513	\$ 383,513

INSTRUCTIONS
EXHIBIT B – ATTACHMENT I, 2014 LIHEAP WEATHERIZATION BUDGET
CSD 557D (Rev. 12/09/13)

10 – ADMINISTRATIVE BUDGET

Line 1 – Administrative Costs - Enter the amount of funds allocated for all Administrative Costs for Columns A and B. Administrative costs includes salaries, wages, worker's 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 worker's compensation for program staff in Columns A and B. Do not include worker's compensation for salaries allocated to administrative costs.

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

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

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

30 – TOTAL BUDGET

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

**EXHIBIT B - ATTACHMENT II
2014 LIHEAP EHA-16 PROGRAM BUDGET**

Contractor: Community Action Partnership of Riverside County		Contract Number: 14B- 5028	Telephone Number: (951) 955-6461
Prepared By: Name and Title (Please Print) Kathryn J. Snyder CCAP, Assistant Director		E-mail Address: ksnyder@capriverside.org	Fax Number: (951) 955-1399
10 - ASSURANCE 16 BUDGET			
1	Assurance 16 Activities		\$ 127,838
20 - ADMINISTRATIVE BUDGET			
1	Administrative Costs		\$ 97,157
2	Administrative Equipment (More Than \$5,000)		
	TOTAL ECIP/HEAP Administrative Budget (Total of Lines 1 - 2)		\$ 97,157
30 - INTAKE BUDGET			
1	Intake		\$ 163,632
40 - OUTREACH BUDGET			
1	Outreach		\$ 102,270
50 - TRAINING AND TECHNICAL ASSISTANCE BUDGET			
1	Training and Technical Assistance		\$ 40,908
60 - ECIP/HEAP PROGRAM BUDGET			
1	ECIP EHCS Diagnostics		\$ 2,500
2	ECIP EHCS Cooling Service Repair/Replacement		60,821
3	ECIP EHCS Heating Service Repair/Replacement		48,657
4	ECIP EHCS Water Heater Repair/Replacement		12,165
5	ECIP EHCS Other Program Costs		2,500
6	ECIP Wood, Propane, and Oil		32,829
7	Severe Weather Energy Assistance and Transportation Services (SWEATS) (activated by CSD)		
8	HEAP Wood, Propane, and Oil		
9	Liability Insurance		2,500
10	Major Vehicle and Equipment (More than \$5,000)		
11	Minor Vehicle and Equipment (Less than \$5,000)		
12	Workers' Compensation		10,000
13	General Operating Expenditures		25,000
14	Automation Supplemental		-
	TOTAL ECIP/HEAP Program Budget (Total of Lines 1 - 14)		\$ 196,972
70 - TOTAL BUDGET (Total of Sections 10, 20, 30, 40, 50, and 60)			\$ 728,777

INSTRUCTIONS
EXHIBIT B – ATTACHMENT II, 2014 LIHEAP EHA-16 PROGRAM BUDGET
CSD 537E (Rev. 12/09/2013)

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 8% 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 14 - 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, general operating expenditures, and automation supplemental.

Total ECIP/HEAP Program Budget - The sum of items 1 through 14 will auto-populate.

70 – TOTAL BUDGET

Enter the sum of Sections 10 through 60.

**EXHIBIT B - ATTACHMENT III
 2014 LIHEAP NONCONSIDERATION ALLOCATIONS**

Local Service Provider Name Community Action Partnership of Riverside County		Contract Number: 14B- 5028
Prepared By: NAME AND TITLE (please print) Kathryn J. Snyder CCAP, Assistant Director		
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	\$ 410,359
2		
3		
4		
5		
6		
7		
8	TOTAL	\$ 410,359

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	\$ 1,034,103
2		
3		
4		
5		
6		
7		
8	TOTAL	\$ 1,034,103

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	\$ 1,444,462
2		
3		
4		
5		
6		
7		
8	TOTAL	\$ 1,444,462

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, ATTACHMENT IV - REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES

2014 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

2014 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			5, 6, 7, 8, 10, 20, 21, 43				
		Forced Air Unit (Split System)			5, 6, 7, 8, 10, 20, 32, 43				
		Multi-Unit Central System			5, 6, 7, 8, 10, 20, 32, 43				
7	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	LIHEAP, ECIP EHCS	\$1742 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4		5, 6, 7, 8, 9, 10
		Forced Air Unit (Split System)			5, 6, 7, 8, 9, 10, 11, 12				
		Multi-Unit Central System			6, 7, 8, 9, 10				
		Other Types Not Listed							
		Package (Dual Pack)							
		Wood-Fueled							

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

2014 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	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace			\$3483 per dwelling	1 repair or replacement per dwelling; primary only			5, 6, 7, 8, 10, 43
		Forced Air Unit (Split System)			\$4591 per dwelling				
		Multi-Unit Central System	HSM	LIHEAP, ECIIP EHCS	\$3483 per dwelling	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)	20		
		Other			\$4749 per dwelling				
		Package (Dual Pack)			\$6728 per dwelling	1 repair or replacement per dwelling; primary only			
	Wood-Fueled			\$4749 per dwelling				5, 6, 7, 8, 10, 11, 12, 43	
9	Lead-Safe Weatherization		HSM	LIHEAP, ECIIP EHCS	N/A	As required by EPA	N/A		5
10	Water Heater Repair	Electric			\$970 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only			5, 6, 7, 8, 10
		Gas & Propane							
		Mobile Home	HSM	LIHEAP, ECIIP EHCS			4		
		Multi-Unit Central System			\$970 per MUD or 50% of replacement	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)			
11	Water Heater Replacement	Electric			\$1940 per dwelling	1 repair or replacement per dwelling; primary only			5, 6, 7, 8, 10, 43
		Natural Gas and Propane							
		Mobile Home	HSM	LIHEAP, ECIIP EHCS			10		
		Multi-Unit Central System			\$1940 per MUD	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)			
12	CVA Venting	All Other			\$225 per dwelling	1 repair or replacement per dwelling	N/A		47
		Louver Doors Only	HSM	LIHEAP, ECIIP EHCS	\$500 per dwelling	1 repair or replacement per dwelling	N/A		

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

2014 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									
1	Attic Ventilation		INS	LIHEAP	\$355 per dwelling	1 occurrence per dwelling; no maximum quantity	20		5, 15
2	Caulking	Mobile Home	INF	LIHEAP	\$90 per dwelling	1 caulking per dwelling	4		16
		Multi-Unit			\$45 per dwelling				
		Single			\$75 per dwelling				
3	Ceiling Insulation	R-value 0-11	INS	LIHEAP	\$0.86 per sq ft	1 occurrence per dwelling; no maximum quantity	20		
		R-value 12-19			\$1.05 per sq ft				
		R-value 20-30			\$1.18 per sq ft				
		R-value 31-38			\$1.40 per sq ft				
4	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	\$68 per lamp	2 lamps per dwelling	4		5, 27
		Thread Based			\$7 per bulb	10 bulbs per dwelling			
5	Cover Plate Gaskets		INF	LIHEAP	\$33 per dwelling	1 occurrence per dwelling	20		16
6	Door Repair	Exterior - All Other Types	INF	LIHEAP	\$250 per door	3 repairs per dwelling	15		16, 17, 36
		Sliding Glass - 72" x 80" and smaller			\$713 per door	1 repair per dwelling			
		Sliding Glass - Greater than 72" x 80"			\$856 per door				
7	Door Replacement - Catastrophic leaks only	Exterior - All Other Types	INF	LIHEAP	\$500 per door	3 replacements per dwelling	15		17, 36
		Sliding Glass - 72" x 80" and smaller			\$1425 per door	1 replacement per dwelling			
		Sliding Glass - Greater than 72" x 80"			\$1782 per door				
8	Duct Insulation		INS	LIHEAP	Up to \$0.95 per square foot	1 occurrence per dwelling; no maximum quantity	10		
9	Duct Repair and Replacement		INF	LIHEAP, ECIP EHCS	\$2200 per dwelling	1 repair or replacement per dwelling	10		3, 10
10	Filter Replacement	Air Conditioning	GHW	LIHEAP	\$100 per dwelling	1 occurrence per dwelling	4		35
		Furnace			1 occurrence per dwelling				
11	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP	\$150 per dwelling	2 lamps per dwelling	4		5, 27, 44
12	Glass Replacement - Catastrophic leaks only		INF	LIHEAP	\$525 per dwelling	1 occurrence per dwelling; no maximum quantity	10		17, 42

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

2014 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
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
9	Kitchen Exhaust Installation, Repair & Replacement	Range Hoods, Wall/Ceiling Mounts	OTH	LIHEAP	\$350 per dwelling	1 repair or replacement per dwelling	10		5, 33
14	Kneewall Insulation	R-value 0-11 R-value 12-19	INS	LIHEAP	\$1.05 per sq ft \$1.18 per sq ft	1 occurrence per dwelling; no maximum quantity	20		
15	Mechanical Ventilation (if required by blower door diagnostics and MV calculations)		OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	10		5
16	Microwave Oven		EBL	LIHEAP	\$284 per oven	1 oven per dwelling	10		5, 23, 26
17	Minor Envelope Repair		INF	LIHEAP	\$400 per dwelling (Amount TBD for disasters).	1 occurrence per dwelling	4		13, 16, 17, 36
18	Limited Home Repair		OTH	LIHEAP ECIP EHCS	\$600 per dwelling (Amount TBD for disasters)	1 occurrence per dwelling	Dependent upon measure it supports		
19	Refrigerator Replacement	19 cu. ft. and below Over 19 cu. ft.	EBL	LIHEAP	\$1032 per appliance \$1187 per appliance	1 replacement per dwelling	15		5, 20, 28, 43
20	Thermostat	Manual Programmable	HCM	LIHEAP	\$65 per thermostat \$157 per thermostat	1 thermostat per dwelling	10		5, 25, 27
21	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP	\$66 per cover	2 covers per dwelling	4		16
22	Water Heater Blanket		GHW	LIHEAP	\$55 per blanket	1 blanket per dwelling	4		5, 35
23	Water Heater Pipe Wrap		GHW	LIHEAP	\$3.90 per in ft	1 occurrence per dwelling; no maximum quantity	10		5, 35
24	Weatherstripping	Hinged Door Other	INF INF	LIHEAP	\$44 per door \$2.10 per in ft	1 occurrence per dwelling; no maximum quantity	4		16 16
25	Windows - Catastrophic leaks only	Repair Replacement	INF	LIHEAP	\$1200 per dwelling \$2400 per dwelling	1 occurrence per dwelling; no maximum quantity	20		17, 42
26	Low Flow Toilet	Replacement (only when required by local building department permit process)	GHW	LIHEAP ECIP, EHCS	\$325 per toilet	1 occurrence per dwelling; quantity determined by permit requirements	20		48

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

2014 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 ECIP Measure Life (Replacement Cycle in Full Years)	Measure Life	Foot-notes	
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 ----- < 36" clearance	INS	LIHEAP	\$1.83 per sq ft ----- \$2.23 per sq ft	1 occurrence per dwelling; no maximum quantity	20		24	
5	Mechanical Ventilation		OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	10		5	
6	Shadescreens		GHW	LIHEAP	\$500 per dwelling	1 occurrence per dwelling; no maximum quantity	4		5	
7	Shutters		GHW	LIHEAP	\$6.00 per sq ft	1 occurrence per dwelling; no maximum quantity	10		5	
8	Storm Windows	Fixed, Glass Glazing	GHW	LIHEAP	\$12.40 per sq ft	1 occurrence per dwelling; no maximum quantity	10		16	
		Fixed, Polycarbonate			\$18.40 per sq ft					
		Operable, Glass Glazing			\$13.90 per sq ft					
		Operable, Polycarbonate			\$21.40 per sq ft					
9	Timer, Electric Water Heater		EBL	LIHEAP	\$112 per timer	1 timer per dwelling	4		5	
10	Tinted Window Film		OTH	LIHEAP	\$3.30 per sq ft	1 occurrence per dwelling; no maximum quantity	4		5	
11	Wall Insulation, Stucco and Wood		INS	LIHEAP	\$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity	20			
SECTION: Optional - Energy Audit Required										
1	Cooling Replacement (Energy Efficiency Upgrades)	AC Wall/Window	EEU	LIHEAP, ECIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per dwelling; primary only	Per Energy Audit		5, 6, 8, 10, 41, 43	
		Evaporative Cooler Roof								5, 6, 7, 8, 10, 41, 43
		Evaporative Cooler Window/Wall								
		Forced Air Unit (Split System)								
		Multi-Unit Central System								
						1 repair or replacement per MUD unit; primary only (66%/50% rule applies)				

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

2014 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	Heating Source Replacement (Energy Efficiency Upgrades)	Exterior Wall Direct Vent, Interior Wall and Floor Furnace				1 repair or replacement per dwelling; primary only			6, 7, 8, 10, 41, 43	
		Forced Air Unit (Split System)								
		Mobile Home Furnace								
		Multi-Unit Central System	EEU	LIHEAP, ECIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)	Per Energy Audit		6, 7, 8, 10, 11, 12, 41, 43	
		Other								6, 7, 8, 10, 41, 43
	Package (Dual Pack)									
	Wood-Fueled								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 (66%/50% rule applies for MUD)	Per Energy Audit		41, 42	
SECTION: Other Program Costs										
1	Wages - Field Staff		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity			45	
2	Wages - Program Management & Support		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity			45	
3	Disposal Fees		OTH	LIHEAP, ECIP EHCS		No max. quantity	If incurred		40	
4	HPO Costs		OTH	LIHEAP, ECIP EHCS		No max. quantity	If incurred		40	
5	Lodging and per diem		OTH	LIHEAP, ECIP EHCS	\$750 per trip	1 trip per weatherized dwelling	1 trip per reweatherized dwelling		34, 40	
6	Ancillary Supplies		OTH	LIHEAP, ECIP EHCS	Based upon inventory records	No max. quantity				
7	Vehicle & Equipment Repair, Maintenance, Fuel		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity				
8	Waste Breakage		OTH	LIHEAP, ECIP EHCS, SWEATS	Based upon inventory records and justification	No max. quantity				

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

2014 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
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
EEU	Energy Efficiency Upgrade
GHW	General Heat Waste
HCM	Heating/Cooling Measure
HSM	Health and Safety Measure
INF	Infiltration Reduction Measure
INS	Insulation Measure
OTH	Other Program Cost
SWE	SWEATS

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

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

34	One lodging and per diem claim filed for each dwelling is not limited by the number of crew members on the out-of-town job(s) and/or the number of nights required to stay to complete the out-of-town job(s). It is limited, however, to one trip by a crew for each weatherized or re-weatherized dwelling. If more than one dwelling is weatherized during the single trip, the cost must be prorated among those units and shall be limited to that single trip.
35	General heat waste measures are intended to be low-cost items that can be quickly and easily installed. The weather-stripping for exterior doors only includes weather-stripping for door jams and does not include door shoes or thresholds which are included in door repairs and replacements. If a blower door test is to be performed, these measures can be installed prior to the blower door test.
36	When installing an exterior door, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, deadbolt lock, and labor. On any dwelling, an existing and functional deadbolt shall be reinstalled in the replacement door with reimbursement limited to labor for the reinstallation. Costs associated with this activity is not chargeable under Minor Envelope Repair.
37	Quantities of installed smoke alarms are dictated by code and are limited by the higher of state or local building code. Copies of local building code requiring a higher number of alarms than state code must be on file at the agency for CSD review. Pre-existing smoke alarms are not to be replaced unless they are non-operable after battery replacement. Battery replacement is an allowable expenditure under this line item. Hard-wired smoke alarms are to be installed only if required by local building code. Documentation of local building code requirements must be on file at the agency and available to CSD upon request.
39	Alarms cannot be installed as a stand alone measure under ECIP EHCS. Alarms shall only be installed when a combustible heating/cooling/water heating appliance is being replaced and the local jurisdiction requires installation of the alarms in order to pass final inspection. Copies of local building code requiring installation of alarms must be on file at the agency for CSD review.
40	Disposal fees, HPO and Lodging costs are to be entered into EARS under Other Program Costs as stand-alone line items. Charges are not to be charged to individual jobs through EPD, ServTraq, or other job reporting systems.
41	Energy efficiency upgrades require a REM/Design Energy Audit and are subject to all CSD audit protocols. All audits are required to be submitted to CSD for approval prior to work commencing.
42	If required by the local jurisdiction, a building permit must be obtained and finalized.
43	Requires clear photographic documentation in the client identifying existing model, make, size and problem that required appliance to be replaced.
44	Existing torchiere lamps that are being replaced must be removed.
45	Wages charged to this line item must be directly attributable to the program and/or in accordance with Contractor's cost allocation plan.
46	HERS and permit fees cannot be charged as a stand alone measure under ECIP EHCS. Charges shall only be those associated with the ECIP EHCS appliance replacement prompting the fees.
47	When applicable, CVA Venting is to be done for primary heating, cooling and water heating appliances only. It can only be charged to ECIP EHCS in conjunction with an allowable EHCS repair or replacement.
48	Installation of Low Flow Toilet is allowable ONLY when other weatherization work to be done requires a permit AND the Local Building department requires the toilet replacement.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS – GTC 610

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

EXHIBIT C
(Standard Agreement)

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NONDISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

EXHIBIT C
(Standard Agreement)

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

EXHIBIT C
(Standard Agreement)

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

EXHIBIT C
(Standard Agreement)

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

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **TRAVEL AND PER DIEM**

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

2. **CERTIFICATIONS**

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

EXHIBIT D
(Standard Agreement)

B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit 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.
- 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

EXHIBIT D
(Standard Agreement)

individual service or activity that presents an actual or perceived conflict including but not limited to:

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

4. CODES OF CONDUCT

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

EXHIBIT D
(Standard Agreement)

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.
- 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.

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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.
- 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

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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
2389 Gateway Oaks Drive, Ste. 100
Sacramento, CA 95833.

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 95814-4336.

- 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.

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.

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- 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.
- 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

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subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. INSURANCE AND FIDELITY BOND

A. General Requirements

- 1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.
- 2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
- 3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
- 4) New Certificates of Insurance are subject to review for content and form by CSD.
- 5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
- 6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
- 7) The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required current insurance coverage being on file at CSD for this Agreement.
- 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).

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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.

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.

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

9. COMPLIANCE MONITORING

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor 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).

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- 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. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this paragraph. In order to realize the objectives of this subparagraph and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:
- 1) Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."
 - 2) With respect to such list of clients, jobs, or properties, provide CSD and/or the investigative entities or persons referenced in 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.
 - 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.

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- 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.

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.

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- 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.
- 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

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- 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.
 - 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

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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. No amendment to this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
- 2) Contractor shall advise the State when proposed changes to the contract also affect the Program Budget.

B. Minor Modifications

- 1) Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
- 2) Minor Modifications shall not affect the maximum limits set for specific line items under this Agreement, i.e., administrative costs, intake, outreach, and training and technical assistance.
- 3) Allowable modifications to this Agreement include:
 - a. Transferring of funds within each of the LIHEAP consideration programs and components, i.e., Weatherization, ECIP HCS, and/or ECIP/HEAP WPO.
 - b. Transferring of funds within the LIHEAP Nonconsideration program components, i.e., ECIP Fast Track and HEAP Electric and Gas.

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- 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%

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:

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A. General Information/Data Description

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

B. Services Offered

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

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).
- 3) To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes (“Electronic Intake”) in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer and retention requirements.

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.

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- 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.

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.

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14. EXPENDITURE AND PRODUCTION PERFORMANCE REQUIREMENTS

A. Service Delivery and Expenditure of Funds

- 1) Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds within the contract term.
- 2) A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Exhibit D, Section 10, "Noncompliance with the Requirements of this Agreement." Such failure of performance may, in accordance with the provisions of this section, result in a reduction in Contractor's grant allocation and the redistribution of unexpended funds to other performing service providers.

B. Expenditure Plan and Reporting Requirements

- 1) Contractor shall submit with the executed copy of this agreement an expenditure plan, utilizing CSD 622 "Performance and Expenditure Benchmark" (PEB), found at Exhibit D, Attachment II.
 - a. CSD will monitor Contractor's expenditures to evaluate compliance with Contractor's PEB for each program category, including capped budget items.
 - b. In the event Contractor's PEB does not provide that at least 60% of the allocation will be expended by September 30, 2014, exclusive of capped budget items, Contractor must append a narrative explanation of how and in what manner full expenditure will nevertheless be accomplished before the expiry of the contract term.
- 2) If CSD notifies Contractor that it has substantially failed to meet its quarterly expenditure benchmark by program category, Contractor shall, within 10 days of receipt of such notice, submit a narrative explanation, indicating how program activities will be adjusted to account for such deficiency so that Contractor is able to attain scheduled expenditure goals as of the next benchmark date.

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- 3) If contractor fails to submit timely expenditure reports, thus preventing CSD from evaluating Contractor's compliance with its PEB, CSD may determine that Contractor has not met its expenditure goals and is out of compliance with this Agreement.

C. Consequences of Failure to Implement PEB

- 1) If Contractor fails to comply with the provisions of subparagraph B., or if CSD reasonably determines that Contractor is unable to meet the expenditure goals in Contractor's PEB, resulting in substantial noncompliance with this Agreement, CSD may notify Contractor in writing of its intention to place Contractor on "high risk" status in accordance with Exhibit D, Section 10, "Noncompliance with the Requirements of this Agreement." "High risk" status may result in the imposition of special conditions, to include additional reporting requirements.
- 2) If Contractor is placed on "high risk" status, CSD may also enter into negotiations with Contractor to redistribute Contractor's remaining fund allocation, in whole or in part, under a mutually agreed upon arrangement, to include the handling of capped budget items.
- 3) Absent the redistribution of Contractor's allocation, in whole or in part, pursuant to negotiations undertaken during the contract term, if Contractor fails to expend at least 90% of its grant allocation to include consideration and nonconsideration by the end of the contract term, then CSD may give Contractor notice of its intent to reduce Contractor's grant allocation in the following contract year for redistribution to performing service providers in an amount equal to the proportionate amount Contractor underspent its allocation under the present Agreement.
- 4) In recognition of the fact that service providers sometimes face adverse circumstances, making satisfactory expenditure of the grant allocation problematical, CSD will consider Contractor's cooperation in the reallocation of funds during the contract term, together with Contractor's demonstrated ability to resume effective contract implementation, to be indicators that Contractor's funding should be restored, in whole or in part, in the next contract year.
- 5) Funding redistribution and/ or reallocation is deemed preferable to contract extension, unless CSD reasonably determines that:
 - a. Contractor has made a good faith effort to implement the contract;
 - b. the failure to expend at least 90% of the grant allocation to include consideration and nonconsideration is due to circumstances largely beyond Contractor's control;

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- c. Contractor will be able to expend the current funding in addition to any future contract allocations during the extension period; and
- d. Contract extension is in the best interest of the low-income community in Contractor's service area.

15. ATTACHMENTS TO THE CONTRACT

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

- A. ATTACHMENT I Executive Director and Board Roster (CSD 188, Rev. 12/27/2013); and
- B. ATTACHMENT II 2014 LIHEAP Expenditure and Performance Benchmark (CSD 622, Rev. 12/23/2013).

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(Standard Agreement)

ATTACHMENT I

EXECUTIVE DIRECTOR AND BOARD ROSTER (CSD 188, Rev. 12/27/2013)

(Please see attached document for 2014 LIHEAP.)

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

Agency Name	Agency Address	Submitted By	Received by CSD	Name	Title/Position	Address	Phone Number	Email
Note: List all vacancies within the board. Indicate vacancy title and date of vacancy in the "Name" Field					Executive Director			
					Board Chair			
					Additional Authorized Signer of the Contract			

Name	Title/Position	Address	Phone Number	Email

EXHIBIT D
(Standard Agreement)

ATTACHMENT II

2014 LIHEAP EXPENDITURE AND PERFORMANCE BENCHMARK

(Please see attached document.)

**EXHIBIT D - ATTACHMENT II
 2014 LIHEAP EXPENDITURE AND PERFORMANCE BENCHMARK**

Local Service Provider Name:	
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Prepared By: NAME AND TITLE (please print)

E-mail Address:	Phone Number:	Fax Number:
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County	Total Dollar Amount	Quarter 1 (1/1/14 - 3/31/14)	Quarter 2 (4/1/14- 6/30/14)	Quarter 3 (7/1/14- 9/30/14)	Quarter 4 (10/1/14 - 1/31/15)	Total Unit Production
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SECTION 1 - Total Weatherization Expenditures by County

Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a Number
TOTAL	\$0.00	0%	0%	0%	0%	0.00

** Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2014 .*

County	Total Dollar Amount	Quarter 1 (1/1/14 - 3/31/14)	Quarter 2 (4/1/14- 6/30/14)	Quarter 3 (7/1/14- 9/30/14)	Quarter 4 (10/1/14 - 1/31/15)	Total Households to be Served
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SECTION 2 - Total HEAP Expenditures by County

Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a Number
TOTAL	\$0.00	0%	0%	0%	0%	0.00

** Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2014 .*

County	Total Dollar Amount	Quarter 1 (1/1/14 - 3/31/14)	Quarter 2 (4/1/14- 6/30/14)	Quarter 3 (7/1/14- 9/30/14)	Quarter 4 (10/1/14 - 1/31/15)	Total Households to be Served
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SECTION 3 - Total Fast Track Expenditures by County

Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a Number
TOTAL	\$0.00	0%	0%	0%	0%	0.00

** Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2014 .*

County	Total Dollar Amount	Quarter 1 (1/1/14 - 3/31/14)	Quarter 2 (4/1/14- 6/30/14)	Quarter 3 (7/1/14- 9/30/14)	Quarter 4 (10/1/14 - 1/31/15)	Total Households to be Served
--------	---------------------	---------------------------------	--------------------------------	--------------------------------	----------------------------------	-------------------------------

SECTION 4 - Total ECIP WPO Expenditures by County

Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a Number
TOTAL	\$0.00	0%	0%	0%	0%	0.00

** Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2014 .*

County	Total Dollar Amount	Quarter 1 (1/1/14 - 3/31/14)	Quarter 2 (4/1/14- 6/30/14)	Quarter 3 (7/1/14- 9/30/14)	Quarter 4 (10/1/14 - 1/31/15)	Total Households to be Served
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SECTION 5 - Total HEAP WPO Expenditures by County

Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a Number
TOTAL	\$0.00	0%	0%	0%	0%	0.00

** Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2014 .*

County	Total Dollar Amount	Quarter 1 (1/1/14 - 3/31/14)	Quarter 2 (4/1/14- 6/30/14)	Quarter 3 (7/1/14- 9/30/14)	Quarter 4 (10/1/14 - 1/31/15)	Total Households to be Served
SECTION 6 - Total EHCS Expenditures by County						
Enter the name of each county in your service territory on a separate line	Enter the dollar amount associated with the county	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a percentage %	Enter a Number
TOTAL	\$0.00	0%	0%	0%	0%	0.00
* Performance Benchmarks - Per Exhibit B, Section 13: 60% of funds should be expended by September 30, 2014 .						

INSTRUCTIONS
EXHIBIT D – ATTACHMENT II, 2014 LIHEAP Expenditure and Performance
Benchmark
CSD 622 (Rev. 12/23/13)

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 Expenditures by County

- For each county, enter the allocation amount associated with the county. Refer to the 2014 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, 2014.
- 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 HEAP Expenditures by County (Nonconsideration)

- For each county, enter the allocation amount associated with the county. Refer to the 2014 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, 2014.
- For each county, enter the number of households that are estimated to receive HEAP services. Refer to past year data to assist in estimating households.

Section 3: Total Fast Track Gas & Electricity Expenditures by County (Nonconsideration)

- 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, 2014.
- For each county, enter the number of households that are estimated to receive Fast Track Gas & Electricity services.

Section 4: Total ECIP WPO Expenditures by County

- 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, 2014.
- For each county, enter the number of households that are estimated to receive ECIP WPO.

Section 5: Total HEAP WPO Expenditures by County

- 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, 2014.
- For each county, enter the number of households that are estimated to receive HEAP WPO.

Section 6: Total ECIP HCS Expenditures by County

- 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, 2014.
- For each county, enter the number of households that are estimated to receive ECIP HCS.

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 Accounting 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.

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

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

EXHIBIT E
(Standard Agreement)

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

3. PROCUREMENT

A. Contract Administration

- 1) Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in EXHIBIT B of this Agreement. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 45 CFR Part 92 (OMB Circular A-102 for state and local governments) and 45 CFR Part 74 (OMB Circular A-110 for nonprofit organizations) and all additional

EXHIBIT E
(Standard Agreement)

- provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- 2) Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
 - 3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
 - 4) Contractor shall provide for open and free competition and adequate cost analysis in all procurement transactions for each purchase order, lease, or subcontract for any articles, supplies, equipment, or services to be obtained from vendors or subcontractors.
 - 5) If a service or product is of a unique nature, or more than one vendor/provider cannot reasonably be identified, Contractor shall maintain adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:
 - a. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
 - b. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and
 - c. Analysis of cost(s) to demonstrate reasonability.
 - 6) Emergency Procurements. In cases of bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.

EXHIBIT E
(Standard Agreement)

- 7) CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
 - a. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
 - b. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 8) In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
- 9) Noncompliance with any of the provisions in this Section 3. shall result in a disallowance of the costs of the procurement transaction.
- 10) Contractor assures that it shall exercise due care in the use, maintenance, protection, and preservation of State-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
 - a. Maintaining insurance coverage against loss or damage to such property or equipment.
 - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

B. Limitation on Use of Funds

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

4. AFFIRMATIVE ACTION COMPLIANCE

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

EXHIBIT E
(Standard Agreement)

- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

5. NONDISCRIMINATION COMPLIANCE

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

6. PRIORITIZATION OF SERVICES

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

EXHIBIT E
(Standard Agreement)

7. SPECIFIC ASSURANCES

A. Pro-Children Act of 1994

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

B. American-Made Equipment/Products

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

C. Federal and State Occupational Safety and Health Statutes

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

D. Political Activities

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

E. Lobbying Activities

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

EXHIBIT E
(Standard Agreement)

as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

8. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

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

9. FAIR HEARING PROCESS FOR ALLEGED VIOLATION OF THE CIVIL RIGHTS ACT AGAINST CONTRACTOR

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

EXHIBIT E
(Standard Agreement)

10. FAIR HEARING PROCESS FOR APPLICANTS FOR DENIAL OF BENEFITS BY CONTRACTOR: WEATHERIZATION, HEAP, AND ECIP

- A. Contractor shall provide all interested individuals equal opportunity to apply for the Low-Income Home Energy Assistance Program and shall not discourage any interested individual from submitting an application for LIHEAP assistance. Contractor shall act upon all applications in writing within fifteen (15) working days.
- B. Pursuant to Title 22 of the California Code of Regulations, Section 100805, Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of Section 100805 subdivision (b), plus:
 - 1) Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and to CSD.
 - 2) Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
 - 3) Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of CSD's Energy Services Division.
 - 4) Provisions to enable Contractor to collate information on denials and appeals in its regular program reporting.

11. COMPLAINT MANAGEMENT POLICIES AND PROCEDURES

- A. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

EXHIBIT E
(Standard Agreement)

- B. Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, “formal complaint” means a written complaint filed with the Contractor by the complainant.
- C. If the Contractor’s efforts did not result in a resolution, the Contractor may refer the client to the CSD Field Representative assigned to the Contractor. The Contractor shall contact the CSD Field Representative directly and explain the issue, actions taken to resolve the issue, and provide to the CSD Field Representative any supporting documentation that demonstrates the Contractor’s attempts to resolve the issue.
- D. If the Contractor believes that the complainant will contact the media, State or Federal oversight agency or Governor’s Office regarding the complaint, Contractor shall immediately notify their CSD Field Representative.

12. RECORD-KEEPING

- A. All records maintained by Contractor shall meet the OMB requirements contained in 45 CFR Part 92 and 45 CFR Part 74 (OMB Circulars A-102, Subpart C, {“Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”} or A-110, Subpart C, Nonprofit Organizations), whichever is applicable.
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
- C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.
- D. To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are “backed-up” or copied, utilizing appropriate, secure technology in order to avoid permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

EXHIBIT F
(Standard Agreement)

PROGRAMMATIC PROVISIONS

1. **SERVICE PRIORITY GUIDELINES**

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

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

2. **OUTREACH AND INTAKE ACTIVITY GUIDELINES**

A. Outreach

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

EXHIBIT F
(Standard Agreement)

B. Intake

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

- 1) Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time.
- 2) Ensure applicants have access to applications, whether in hardcopy or electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or at CSD's website at www.csd.ca.gov or at alternate location(s).
- 3) Accept applications for assistance during regular business hours.
- 4) Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor.
- 5) Provide to low-income individuals who are physically infirm the means to submit applications for HEAP and ECIP without leaving their residences.
- 6) Provide intake only at sites accessible to the disabled.
- 7) Contractor shall utilize the Energy Intake (CSD 43), or Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and Department of Energy (DOE) program.
- 8) If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake (CSD 43) or Contractor's equivalent, Contractor must apply income guidelines and contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake (CSD 43) or Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

EXHIBIT F
(Standard Agreement)

3. ASSURANCE 16 ACTIVITY GUIDELINES

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

A. Needs Assessment

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

B. Client Education/Budget Counseling – General Requirements

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

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

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

- 1) In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, and mold and lead-based paint education.
- 2) Occupants of pre-1978 units to be weatherized must receive the pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and School."