

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

145



FROM: Community Action Partnership of Riverside County

SUBMITTAL DATE:
June 3, 2010

SUBJECT: Amendment #1 to Agreement #10B-5631 with Department of Community Services and Development for the 2010 Low-Income Home Energy Assistance Program

RECOMMENDED MOTION:

That the Board of Supervisors approve and:

- 1) Authorize the Chairman of the Board to sign the attached Amendment #1 to Agreement #10B-5631 between the Department of Community Services and Development (CSD) and the Community Action Partnership of Riverside County (CAP Riverside) to increase the allocation from \$992,670 to \$4,210,389 for the 2010 Low-Income Home Energy Assistance Program (LIHEAP), modify programmatic provisions, and extend the end of the term of the agreement from April 30, 2010 to June 30, 2011.

FORM APPROVED COUNTY COUNSEL
BY: LARISA R-MCKENNA DATE: 6/14/10
Departmental Concurrence

Continued (2-pages total)

[Signature]
Maria Y. Juarez, CCAP, Deputy Director for
Lois J. Carson, CCAP, Executive Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$0	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% Federal

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Buster and duly carried,
IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Benoit and Ashley
Nays: None
Absent: Tavaglione and Stone
Date: June 15, 2010
xc: CAP

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.: 3/2/10 (#3.5)

District: All

Agenda Number:

3.7

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Dept's Recomm.: ☐ Consent ☐ Policy ☒
Per Exec. Ofc.: ☐ Consent ☐ Policy ☒

FROM: Community Action Partnership
of Riverside County

DATE: June 3, 2010

SUBJECT: Amendment #1 to Agreement #10B-5631
with Department of Community Services
and Development for the 2010 Low-Income
Home Energy Assistance Program

PAGE: 2 of 2

BACKGROUND:

On March 2, 2010 (#3.5), the Board approved the 2010 LIHEAP Agreement #10B-5631 in the amount of \$992,670 providing the initial allocation for the 2010 Program Year to: 1) assist low-income consumers with high energy bills, 2) repair or replace heating and cooling devices that contribute to high energy consumption, and 3) weatherize homes.

Amendment #1: 1) increases the initial allocation by \$3,217,719 to a maximum contract amount of \$4,210,389; 2) extends the end of the term of the agreement from April 30, 2009 to June 30, 2011; and 3) modifies programmatic terms and conditions.

FINANCIAL IMPACT: No County General Funds will be required. Funds will not be expended in FY 2009/2010. \$2,241,410 was budgeted through the FY 2010/2011 County budget process and the balance of \$1,968,976 will be submitted through FY 2010/2011 First Quarter Budget Process.

CONCUR/EXECUTE:

LC:MYJ:KA:jb

STANDARD AGREEMENT

CLERK'S COPY

STD. 213 A (Rev. 6/03)

to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

AGREEMENT NUMBER

10B-5631

AMENDMENT NUMBER

1

REGISTRATION NUMBER

eP 1073276.1

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

Department of Community Services and Development

CONTRACTOR'S NAME

Community Action Partnership of Riverside County

2. The term of this Agreement is : January 1, 2010 through June 30, 2011

3. The maximum amount of this Agreement is: \$ 4,210,389.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. The maximum amount of this Agreement payable to Contractor by the State has changed from \$992,670.00 to \$4,210,389.00, reflecting an increase of \$3,217,719.00.

ATTEST:

KECIA HARPER-IHEM, Clerk

By

DEPUTY

RECEIVED
 CONTRACT SERVICES UNIT
 2010 JUN 17 PM 12:12

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
 MARION ASHLEY

CHAIRMAN, BOARD OF SUPERVISORS

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

Leisa Maestretti, Chief Financial Officer

ADDRESS

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

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

Donna Fairchild

FORM APPROVED COUNTY COUNSEL Exempt per

BY Larisa R-MCKENNA
 DATE 5/27/10

DATE

10B-5631 - Amendment No. 1

- A. \$1,140,940.00 for LIHEAP Weatherization assistance, as set forth in Exhibit B, Attachment I, Column A, CSD 557D.
- B. \$763,545.00 for LIHEAP Delayed Weatherization assistance, as set forth in Exhibit B, Attachment I, Column B, CSD 557D.
- C. \$381,528.00 for LIHEAP Assurance 16 Activities as set forth in Exhibit B, Attachment II, CSD 537E.
- D. \$99,844.00 for LIHEAP Intake (ECIP/HEAP Allocation) as set forth in Exhibit B, Attachment II, CSD 537E.
- E. \$229,168.00 for LIHEAP Administrative Costs (Assurance 16, ECIP, and HEAP Allocation) as set forth in Exhibit B, Attachment II, CSD 537E.
- F. \$249,610.00 for LIHEAP Outreach (ECIP, HEAP, and Leveraging, if applicable) and related costs as set forth in Exhibit B, Attachment II, CSD 537E.
- G. \$88,271.00 for LIHEAP ECIP Wood, Propane, and Oil as set forth in Exhibit B, Attachment II, CSD 537E.
- H. \$220,678.00 for LIHEAP ECIP: EHCS Heating and Cooling Service as set forth in Exhibit B, Attachment II, CSD 537E.
- I. \$44,135.00 for LIHEAP Severe Weather Energy Assistance and Transportation Services and related costs as set forth in Exhibit B, Attachment II, CSD 537E.
- J. \$0.00 for LIHEAP HEAP Wood, Propane, and Oil assistance as set forth in Exhibit B, Attachment II, CSD 537E.

2. The term of this Agreement is changed from January 1, 2010 through April 30, 2010 to January 1, 2010 through June 30, 2011.
3. EXHIBIT A, SCOPE OF WORK, is replaced by the attached EXHIBIT A.
4. EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, is replaced by the attached EXHIBIT B.
5. EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT I, 2010 LIHEAP WEATHERIZATION BUDGET, is replaced by the attached EXHIBIT B, ATTACHMENT I.
6. EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT II, 2010 LIHEAP EHA-16 PROGRAM BUDGET, is replaced by the attached EXHIBIT B, ATTACHMENT II.
7. EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT III, 2010 LIHEAP NONCONSIDERATION ALLOCATIONS, is replaced by the attached EXHIBIT B, ATTACHMENT III.
8. EXHIBIT B, ATTACHMENT IV, REIMBURSEMENT RATES FOR WEATHERIZATION AND EHCS ACTIVITIES, including the FOOTNOTES, is replaced by the attached EXHIBIT B, ATTACHMENT IV.
9. EXHIBIT D, SPECIAL TERMS AND CONDITIONS, is replaced by the attached EXHIBIT D.
10. EXHIBIT D, ATTACHMENT II, DAVIS-BACON ACT (CLAUSE XX. DAVIS-BACON ACT REQUIREMENTS) is attached and hereby incorporated by this reference.
11. EXHIBIT D, ATTACHMENT III, STATEMENT AND ACKNOWLEDGMENT (Standard Form 1413), is attached and hereby incorporated by this reference.
12. EXHIBIT D, ATTACHMENT IV, PREVAILNG WAGE DETERMINATION AND RESPONSE TO REQUEST, U.S. DEPARTMENT OF LABOR, is attached and hereby incorporated by this reference.
13. EXHIBIT D, ATTACHMENT V, DAVIS-BACON WAGE CLASSIFICATIONS BY MEASURE, is attached and hereby incorporated by this reference.
14. EXHIBIT D, ATTACHMENT VI, 2010 LIHEAP APPROVED LABOR RATES FOR UNITS LEVERAGED WITH DOE ARRA, is attached and hereby incorporated by this reference.
15. EXHIBIT F, PROGRAMMATIC PROVISIONS, is replaced by the attached EXHIBIT F.

16. EXHIBIT G, DEFINITIONS, is replaced by the attached EXHIBIT G.

Note: The effective date for wage determinations is March 1, 2010.

All other terms and conditions shall remain unchanged.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. **SCOPE OF WORK**

Contractor agrees to provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in EXHIBIT A, Section 6., pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended, hereafter referred to as LIHEAP) and Government Code Section 16367.5 et seq., as amended. Unless otherwise specified in the Contractor's LIHEAP Agency Plan elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.

2. **SERVICE AREA**

The services shall continue to be performed in the following service area stated in Contractor's original EXHIBIT A, 2010 LIHEAP Agreement.

3. **ADDRESSES**

Send all correspondence and relevant reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations
Mailing Address:	P.O. Box 1947 Sacramento, CA 95812-1947
Hand Delivery:	2389 Gateway Oaks Drive, Suite 100 Sacramento, CA 958331
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 subparagraph 4.D. above, in a reasonable period of time, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
- F. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment as contemplated in subparagraph B., 4) above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under Federal and State law.

5. CONTRACTOR'S OPTION OF TERMINATION

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

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

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

Even though the federal Low-Income Home Energy Assistance Program exempts Contractor and its subcontractors from many federal administrative requirements and standards to promote State and local efficiency, the federal government directs the State to establish fiscal control and fund accounting procedures regarding LIHEAP funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of LIHEAP funds. Therefore, 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:

EXHIBIT A
(Standard Agreement)

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

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

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

8. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER

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

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 2009-2010 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- 4) The Department has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

EXHIBIT B
(Standard Agreement)

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

2. BUDGET GUIDELINES

A. Budget and Allocation Forms

- 1) Upon execution of this Agreement, Contractor shall submit all budget and allocation forms attached to this EXHIBIT B, including the 2010 LIHEAP Weatherization Budget (CSD 557D), 2010 LIHEAP Program Budget (CSD 537E), and 2010 LIHEAP Nonconsideration Allocations (CSD 516), based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement.
- 2) In the event the LIHEAP annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in EXHIBIT G. When this Agreement is amended to reflect the Final Allocation, the budget and allocation forms shall be amended to reflect the actual annual allocation.

B. Weatherization Waiver

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

EXHIBIT B
(Standard Agreement)

C. Nonconsideration Allocation

The total nonconsideration payable by the State to Contractor under this Agreement shall be allocated as shown on EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT III, 2010 LIHEAP NONCONSIDERATION ALLOCATIONS (CSD 516).

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. Advance Payments

1) Upon written request by the Contractor, the State may issue one working capital advance in an amount not to exceed twenty-five percent (25%) of the total amount of this Agreement. Contractor shall submit an Advance Request (CSD 144) and Advance Repayment Schedule (CSD 144-R).

2) In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed twenty-five percent (25%) of the total amount of this Agreement. Subsequent advance payments may be authorized by the State if Contractor requests such an advance payment and repayment schedule agreement on CSD 144 and CSD 144-R. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current monthly expenditure report(s).

3) The State will initiate repayment process of advance funds in accordance with the advance repayment schedule agreement (CSD 144-R) fully executed by Contractor and CSD. The repayment schedule must include the provisions that no less than 30% of the advance be repaid no later than the third (3rd) monthly fiscal expenditure reporting following issuance of the advance and that no less than 100% of the advance be repaid no later than the sixth (6th) monthly fiscal expenditure report following issuance of the advance.

EXHIBIT B
(Standard Agreement)

In the event any given month's scheduled repayment or portion of a month's repayment cannot be repaid due to an expense reimbursement request insufficient to cover the scheduled payment, the amount that is left unpaid will be added to the following month's scheduled repayment. At such time that Contractor has achieved 30% repayment, Contractor may elect to restructure the repayment of the advance, through resubmission of CSD 144-R. Any advance repayment revision must still provide for 100% of the advance repayment by the sixth (6th) month following the issuance of the advance. In the event that less than 100% of the advance is not repaid by the sixth (6th) month following the issuance of the advance as agreed, CSD will initiate full liquidation of subsequent expense reimbursements beginning in the seventh (7th) month following the issuance of the advance and continuing each month until the advance is paid in full.

- 4) Contractor shall submit CSD 144-R for all advances previously received for the 2010 LIHEAP program year. The repayment schedule shall be retroactive to the beginning of the contract term and shall begin on the date that the advance was initially received.

5) 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 CSD 144 and CSD 144-R.
- b. Limited to purchase of items in excess of \$5,000.
- c. No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD.
- d. Procurement must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558).
- e. Advance repayment for Major Purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144-R) must reflect one-hundred percent (100%) liquidation in the month following the expected date of purchase.

EXHIBIT B
(Standard Agreement)

- f. Major Purchase advance requests will not be granted until such time as no less than fifty percent (50%) of the initial capital advance has been paid back and the total amount of all outstanding balances never exceeds twenty-five percent (25%) of the remaining contract balance.

E. Subsequent Payments

Subsequent payments to Contractor shall be contingent upon receipt by CSD of the monthly reimbursement and activity reports. If Contractor owes CSD any outstanding balances for overpayments of any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

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

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

G. HEAP Payments – Electric and Gas

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

H. Interest on Advances

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

3. ALLOWABLE COSTS

A. Cost Reporting

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

EXHIBIT B
(Standard Agreement)

B. Administrative

1) General

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

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

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

- 4) Assurance 16, ECIP, and HEAP

Administrative costs for Assurance 16, ECIP, and HEAP shall not exceed the amount as set forth on the funding information page attached to the face sheet of this Agreement 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) Travel

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

EXHIBIT B
(Standard Agreement)

C. Program Costs

1) General

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

2) Outreach

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

3) Intake

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

4) Assurance 16 Costs

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

5) Direct Program Activities

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

EXHIBIT B
(Standard Agreement)

6) ECIP Emergency Heating and Cooling Services (EHCS)

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

7) Workers Compensation

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

8) Liability Insurance

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

9) Training - Weatherization and ECIP-EHCS

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

EXHIBIT B
(Standard Agreement)

labor hours associated with the training are charged to a Weatherization measure for reimbursement.

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

10) Vehicle and Equipment

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

4. REIMBURSEMENT GUIDELINES

A. Claims for Reimbursement

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

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B. Assurance 16

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

C. Wood, Propane, and Oil Assistance

1) **HEAP WPO**

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

2) **ECIP WPO**

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

D. Weatherization and EHCS Specific

- 1) Contractor may claim reimbursement for Weatherization-related activities under the terms of this Agreement as documented on the Weatherization

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Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent for each eligible household not previously weatherized.

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

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multiple LIHEAP weatherization contracts and may leverage material costs under DOE weatherization contracts for each weatherization measure described in EXHIBIT B, ATTACHMENT IV, and the following guidelines:

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

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- (e) Labor and Material Measures – are those weatherization measures, described in EXHIBIT B, ATTACHMENT IV, where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling. Contractor may leverage the material and labor costs associated with the installation of these measures with multiple LIHEAP contracts to perform the installation of this type of measure within a single unit provided the combined expenditure reported to each CSD contract does not exceed the dwelling maximum reimbursement for the individual measure. Contractor may only leverage material costs between LIHEAP and DOE contracts. Contractor will be required to provide an accounting of labor, material, and for the quantities installed under each program.
- (f) Contractor may leverage the material and labor costs for ECIP HCS activities in dwellings where ECIP HCS and weatherization services are provided concurrently under multiple LIHEAP contracts. Contractor may only leverage material costs between ECIP HCS and DOE contracts.

b. Measure Maximums

- i. For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor hours of Weatherization or EHCS crew members at the approved labor rate and the actual cost of the materials up to the maximum rate.
- ii. Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, minor envelope repair, or another CSD program.
- 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

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ECIP HCS measures as described in EXHIBIT B, ATTACHMENT IV. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

c. Assessments and Diagnostics

- i. Contractor may claim reimbursement for dwelling assessment for each eligible household.
- ii. Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized. For dwellings weatherized under this Agreement, Contractor may claim reimbursement for a modified dwelling assessment to perform reweatherization services during the useful life period of the initial dwelling assessment. Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.
- iii. If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling and charge for intake.
- iv. In the case of an unweatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed. Reimbursement for travel is not allowable.
- v. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.
- vi. Reimbursement for diagnostic testing for work performed under ECIP EHCS shall be included in the appliance repair or replacement line item for which the testing was performed.

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d. Labor Reimbursement

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

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procurement of permits, and services performed by
a HERS Program Rater.

vii. Other Labor

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

e. Heating and Cooling Services (HCS/EHCS)

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

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- 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.
- f. Other Program Costs
- i. Permit and Disposal Fees

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

Contractor shall be credited one round trip travel surcharge for any one dwelling weatherized or any one dwelling receiving assessments and diagnostic testing where weatherization services could not be provided due to client refusal or inability to gain access to the dwelling. Contractor may claim mileage reimbursement for travel to Single Family Dwelling (SFD) and Multi-Unit Dwelling (MUD) Units in which travel exceeds a distance of 30 miles (one way) from Contractor's material storage site or headquarters. Contractor shall maintain records and source documentation in such a manner to substantiate mileage

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claims by individual dwelling weatherized. The following defines the conditions for mileage reimbursement applicable to dwellings weatherized:

- (a) Single Family Dwelling (SFD)
 - (i) Contractor may claim one travel surcharge equivalent to one (1) labor hour plus \$18.00 for each completed, weatherized SFD Unit.
 - (ii) For SFD Units in excess of 30 miles (one way) from Contractor's material storage or headquarters, Contractor may claim mileage in addition to the SFD travel surcharge for each completed, weatherized SFD Unit. Contractor may claim mileage at a rate of \$.91 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a single round trip, per completed SFD Unit; and Contractor may only claim the travel surcharge, fuel surcharge, and mileage reimbursement upon the completion of the SFD Unit.
- (b) Multi-Unit Dwelling (MUD)
 - (i) Contractor may claim one MUD travel surcharge of \$8.50 for each completed, individual, weatherized unit within a MUD complex.
 - (ii) For MUD Units in excess of 30 miles (one way) from Contractor's material storage or headquarters, Contractor may claim mileage in addition to the MUD travel surcharge. Contractor may claim mileage at a rate of \$.91 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a single round trip per day, for travel to a MUD regardless of the number of individual completed units.

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

(c) Lodging and Per Diem

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

iii. Overhead

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

iv. Post-Weatherization Inspections

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

v. Clearance Inspections

Should a clearance inspection be required, agencies should defer the costs of the clearance inspection to the property owner and/or local housing authority. In many cases, the local housing authority has licensed inspectors and may possibly conduct a clearance inspection of a U.S. Department of Housing and Urban Development (HUD) unit free of charge. However, in those instances where the property owner and/or the local housing authority are unable to incur the costs of the clearance inspection, Contractors may seek a waiver allowing the cost of the inspection as a reimbursable activity. Waiver requests will be treated on a case-by-case basis and must be approved by

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CSD prior to beginning weatherization services. A copy of the clearance inspection must be placed and maintained in the client's file.

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

5) Dwelling Status

a. Completed Units

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

iii. ECIP EHCS

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

b. Unweatherized Dwellings

- i. Contractor may claim reimbursement for outreach and intake for each eligible unit not previously weatherized.

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Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude installation of measures.

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

c. Previously Weatherized Dwellings

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

d. Leveraging with Non-Federal Funding

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

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

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

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

5. REPORTING REQUIREMENTS

A. Monthly Reports

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

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B. 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.

C. Close-out Report

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

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

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

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expenditure plan or other relevant information that demonstrates the allowable use of such excess income and/or interest income. Excess Income/Interest earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occur.

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

6. ENERGY COUNCIL TRAVEL

- A. The Department of Community Services and Development agrees to reimburse designated members of the Energy Council (EC), or their alternate if recognized by the Director of CSD and employed by the same Contractor, for travel expenses incurred in connection with monthly EC meetings with CSD. EC members represent their respective agencies or associations of California energy service providers who weatherize the homes of California's low-income households and assist them with payment of their utility bills. EC members share ideas with CSD on the effective delivery of LIHEAP for low-income persons.
- B. The approved travel expenses invoiced for the EC meetings will be reimbursed by the Department of Community Services and Development as part of CSD's State Operations Budget. The maximum reimbursement shall not exceed the total agreement amount of the allotment made to each participating agency.
- C. For reimbursement of travel expenses incurred and upon receipt and approval of an invoice accompanied by a Travel Expense Claim, STD. 262, CSD agrees to reimburse EC members in accordance with the rates specified in 6.D. below. Travel claims submitted without an invoice will be returned.
- D. CSD will reimburse EC members for travel expenses only for attendance at meetings sponsored by CSD. EC members will be reimbursed for necessary travel expenses at rates not to exceed those applicable to nonrepresented State employees under current prevailing State Department of Personnel Administration Rules and Regulations, Section 599.619, dated July 1, 1997, and as amended from time to time. Receipts will be required for reimbursement.
- E. CSD shall reimburse EC members only for necessary travel expenses, including vehicle mileage, vehicle rental, or air fare; tolls; parking; and lodging.
- F. CSD shall not reimburse EC members for per diem (breakfast, lunch, or dinner).

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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 2010 LIHEAP WEATHERIZATION BUDGET
(CSD 557D) and Instructions;
- B. Attachment II 2010 LIHEAP EHA-16 PROGRAM BUDGET
(CSD 537E) and Instructions;
- C. Attachment III 2010 LIHEAP NONCONSIDERATION ALLOCATIONS
(CSD 516);
- D. Attachment IV REIMBURSEMENT RATES FOR WEATHERIZATION
AND EHCS ACTIVITIES.

EXHIBIT B - ATTACHMENT I
2010 LIHEAP WEATHERIZATION BUDGET

Contractor: Community Action Partnership of Riverside County		Contract Number: 10B-5631	Telephone Number: 951-955-6461
Class "B" Contractor's License No.: 1) 768277; 2)845883; 3) 885220; 4) 931416; 5) 884275; 6) 710333; 7) 835016; 8) 854890; 9) 799746; 10) 864393	Name on License: 1) Ace & Sons ;2) BAB ConT.; 3) David Starrett; 4) Energy Services ; 5) Hopkins; 6) James D. Rest.; 7) Synergy; 8) Vasquez Group; 9) Atlantiis; 10) Hawaii Blue		Expiration Date: 1)9/30/11; 2) 9/30/10; 3)10/31/10; 4) 4/30/11; 5) 9/30/10; 6) 12/31/11; 7) 3/31/12; 8) 2/28/11; 9) 9/30/11; 10) 5/31/11
Prepared By: Kathryn J. Armstrong , Fiscal Officer	E-mail Address: kjarmstrong@capriverside.org	Fax Number: 951-955-1399	
10 - ADMINISTRATIVE BUDGET			
	COLUMN A		COLUMN B
1. Administrative Costs	\$ 119,550	\$ 199,484	
20 - WEATHERIZATION PROGRAM BUDGET			
1. Intake (2% of Section 30)	\$ 29,888	\$ 49,871	
2. Outreach (5% of Section 30)	74,719	124,678	
3. Training and Technical Assistance (up to 2% of Section 30)	29,888	49,871	
4. Direct Program Activities	1,240,336	2,069,649	
5. Liability Insurance	-	-	
6. Vehicle and Equipment - Acquisition Costs	-	-	
7. Workers' Compensation	-	-	
Total Program Costs (lines 1 through 7)	\$ 1,374,831	\$ 2,294,069	
30 - TOTAL BUDGET (Total of Section 10 and 20)	\$ 1,494,381	\$ 2,493,553	
40 - TOTAL HOUSEHOLDS	# 489	# 816	
50 - APPROVED LABOR RATE		\$ 58.00	

INSTRUCTIONS
EXHIBIT B – ATTACHMENT I, 2010 LIHEAP WEATHERIZATION BUDGET
CSD 557D (Rev. 12/21/09)

10 – ADMINISTRATIVE BUDGET

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

20 – WEATHERIZATION PROGRAM BUDGET

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

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

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

Line 3 – Training and Technical Assistance - Enter the amount of funds allocated for weatherization-related training and technical assistance, both internal and external, in Columns A and B. Costs include actual labor costs, training materials, admissions, and travel expenditures. Training costs must not exceed 2% of the total Weatherization Program Budget.

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

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

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

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

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

30 – TOTAL BUDGET

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

40 – TOTAL HOUSEHOLDS

Enter the number of households projected to be weatherized during the 2010 Program Year in Columns A and B.

50 – APPROVED LABOR RATE

Enter the CSD-approved Contractor Labor Rate.

EXHIBIT B - ATTACHMENT II
2010 LIHEAP EHA-16 PROGRAM BUDGET

Contractor: Community Action Partnership of Riverside County		Contract Number: 10B-5631	Telephone Number: 951-955-6461
Prepared By: Kathryn J. Armstrong, Fiscal Officer		E-mail Address: kjarmstrong@capriverside.org	Fax Number: 951-955-1399
10 - ASSURANCE 16 BUDGET			
1.	Assurance 16 Activities	\$	499,342
20 - ADMINISTRATIVE BUDGET (ASSURANCE 16, ECIP, AND HEAP)			
1.	Administrative Costs	\$	299,857
30 - INTAKE BUDGET (ECIP AND HEAP)			
1.	Intake (2% of ECIP/HEAP Consideration/Nonconsideration Allocation)	\$	130,419
40 - OUTREACH BUDGET (ECIP AND HEAP)			
1.	Outreach (5% of ECIP/HEAP Consideration/Nonconsideration Allocation)	\$	326,048
50 - ECIP/HEAP PROGRAM BUDGET			
1.	ECIP EHCS Cooling Service Repair/Replacement	\$	152,762
2.	ECIP EHCS Heating Service Repair/Replacement		115,173
2a.	ECIP Water Heater Repair/Replacement		20,296
3.	ECIP EHCS Other Program Costs		-
4.	ECIP Wood, Propane, and Oil		115,293
5.	Severe Weather Energy Assistance and Transportation Services (activated by CSD)		57,646
6.	HEAP Wood, Propane, and Oil		-
7.	Liability Insurance		-
8.	Training and Technical Assistance (up to 2% of ECIP/HEAP consideration lines 1 through 7)		-
9.	Vehicle and Equipment		-
10.	Workers' Compensation		-
	TOTAL ECIP/HEAP Program Budget (Total of Section 50, Items 1-10)	\$	461,170
60 - TOTAL BUDGET (Total of Sections 10, 20, 30, 40, and 50)		\$	1,716,836
70 - ECIP PROGRAM HOUSEHOLDS			
1.	ECIP EHCS Cooling Service Repair/Replacement	#	102
2.	ECIP EHCS Heating Service Repair/Replacement	#	80
3.	ECIP EHCS Water Heater Repair/Replacement	#	38
4.	ECIP Wood, Propane and Oil Households	#	310
	TOTAL ECIP Program Households (Total of Lines 1 through 4)	#	530
80 - HEAP WOOD, PROPANE, AND OIL HOUSEHOLDS		#	
90 - APPROVED LABOR RATE		\$	58

EXHIBIT B - ATTACHMENT III
2010 LIHEAP NONCONSIDERATION ALLOCATIONS

Contractor:	Contract Number:	Telephone Number:
Community Action Partnership of Riverside	10B-5631	951- 955-6461
Prepared By:	E-mail Address:	Fax Number:
Kathryn J. Armstrong, Fiscal Officer	kjarmstrong@capriverside.org	951-955-1399

90 - NONCONSIDERATION ECIP BUDGET

1	ECIP Electric and Gas (Fast Track) Allocation per County	
2		\$ 979,988
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9	TOTAL	\$ 979,988

100 - NONCONSIDERATION HEAP BUDGET

1	HEAP Electric and Gas Allocations per County	
2		\$ 4,323,473
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9	TOTAL	\$ 4,323,473

110 - NONCONSIDERATION HEAP ESTIMATED NUMBER OF HOUSEHOLDS

1	HEAP Electric and Gas Estimated Number of Households per County	
2	ECIP Electric and Gas (Fast Track) Allocation per County	# 3,148
3	HEAP Electric and Gas Allocations per County	# 14,640
4		#
5		#
6		#
7		#
8		#
9	TOTAL	# 17,788

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

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

1

(Amendment No. 1, 2010 LIHEAP)

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweatheringization - LIHEAP and ECIIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Quantity Not Limited		
SECTION: Assessments/Diagnostics													
1	Dwelling Assessment	With Attic	ADS	LIHEAP	No maximum at this time		1 assessment per dwelling unless expired				N	6 months	1
		Without Attic Modified Assessment (for Reweatherized dwellings only)											
2	Combustion Appliance Safety Test	Pre	ADS	LIHEAP	No maximum at this time		No maximum at this time				N	Required if infiltration reduction measures (INF) are installed	
		Post											
3	Blower Door Test		ADS	LIHEAP	No maximum at this time		No maximum at this time				N		2
4	Blower Door Test	Pre	ADS	All zones	No maximum at this time		Until add'l work performed				N		3, 10
	Post												
4	Duct Leakage Test	Pre	ADS	LIHEAP	No maximum at this time		No maximum at this time				N	N/A	4
	Post												

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
5	Cooling Replacement	Evaporative Cooler Window/Wall	HSM	LIHEAP, ECIP EHCS	\$1235		1 repair or replacement per dwelling; primary only	Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Quantity Not Limited	15	5, 6, 7, 8, 10, 22

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Rework/Retest - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Quantity Not Limited		
6	Heating Source Repair	Forced Air Unit (Split System)	HSM	LIHEAP, ECIP EHCS	\$3483							20	5, 6, 7, 8, 10, 20, 21
		Multi-Unit Central System			\$1575 per MUD		1 repair or replacement per MUD unit/building; primary only						
		Exterior Wall Direct Vent, Interior Wall and Floor Furnace			\$1742 or 50% of replacement		1 repair or replacement per dwelling; primary only					4	6, 7, 8, 9, 10
		Forced Air Unit (Split System)			\$2296 or 50% of replacement								
		Mobile Home Furnace			\$1631 or 50% of replacement								
		Multi-Unit Central System			\$1742 per MUD or 50% of replacement		1 repair or replacement per MUD unit/building; primary only			LIHEAP - Y; DOE - mat only			
		Other Types Not Listed			\$2375 or 50% of replacement		1 repair or replacement per dwelling; primary only						
		Package (Dual Pack)			\$3364 or 50% of replacement								
		Wood-Fueled			\$2375 or 50% of replacement								
		Exterior Wall Direct Vent, Forced Air Unit (Split System)			\$3483		1 repair or replacement per dwelling; primary only					20	6, 7, 8, 10
		Mobile Home Furnace			\$4591								
7	Heating Source Replacement	Multi-Unit Central System	HSM	LIHEAP, ECIP EHCS	\$3483		1 repair or replacement per MUD unit/building; primary only			LIHEAP - Y; DOE - mat only		20	6, 7, 8, 10, 11, 12
		Other			\$4749		1 repair or replacement per dwelling; primary only						
		Multi-Unit Central System			\$3483		1 repair or replacement per MUD unit/building; primary only						
		Other			\$4749		1 repair or replacement per dwelling; primary only						

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

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(Amendment No. 1, 2010 LIHEAP)

Line No.	Measure	Type	Classifi- cation *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Rework/Replacement Cycle (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Quantity Not Limited		
		Package (Dual Pack) Wood-Fueled			\$6728 \$4749		replacement per dwelling; primary only						6, 7, 8, 10 6, 7, 8, 10, 14
8	Kitchen Exhaust Installation, Repair & Replacement	Range Hoods, Wall/Ceiling Mounts	HSM	LIHEAP	\$350		1 repair or replacement per dwelling			LIHEAP - Y; DOE - mat only		10	33
9	Water Heater Repair	Electric	HSM	LIHEAP, ECIP EHCS	\$647 or 50% of replacement		1 repair or replacement per dwelling; primary only			LIHEAP - Y; DOE - mat only		4	6, 7, 8, 11, 32
		Gas & Propane			\$900 or 50% of replacement		1 repair or replacement per MUD unit/building; primary only						6, 7, 8, 10, 32
		Mobile Home			\$647 per MUD or 50% of replace								
					Multi-Unit Central System								
10	Water Heater Replacement	Electric	HSM	LIHEAP, ECIP EHCS	\$1293		1 repair or replacement per dwelling; primary only			LIHEAP - Y; DOE - mat only		10	6, 7, 8, 10
		Natural Gas and Propane			\$1800		1 repair or replacement per MUD unit/building; primary only						6, 7, 8, 10, 32
		Mobile Home			\$980 per MUD								
					Multi-Unit Central System								
SECTION: Priority													
1	Attic Ventilation		INS	LIHEAP	\$355		1 occurrence per dwelling; no maximum quantity				LIHEAP - Y; DOE - mat only	20	5, 15
2	Caulking	Mobile Home	INF	LIHEAP		\$90 per dwelling \$45 per \$75 per	1 caulking per dwelling					4	16
		Multi-Unit			N								
		Single											
3	Ceiling Insulation	R-value 11	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				LIHEAP - Y; DOE - mat only	20	
		R-value 19											
		R-value 30											
		R-value 38											

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

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(Amendment No. 1, 2010 LIHEAP)

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Rework/Replacement - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Quantity Not Limited		
4	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	\$170		2 lamps per dwelling			LIHEAP - Y; DOE - mat only		4	5, 27
		Thread Based					10 bulbs per dwelling			LIHEAP - whole # only; DOE - N			
5	Cover Plate Gaskets		INF	LIHEAP		\$33 per dwelling	1 occurrence per dwelling	N				20	16
7	Door Repair	Exterior - All Other Types	INF	LIHEAP	\$250 per door		3 repairs or replacements per dwelling			LIHEAP - Y; DOE - mat only		15	36
		Sliding Glass - 72" x 80" and smaller			\$713		1 repair or replacement per dwelling						
		Sliding Glass - Greater than 72" x 80"			\$856								
8	Door Replacement	Exterior - All Other Types	INF	LIHEAP	\$500 per door		3 repairs or replacements per dwelling			LIHEAP - Y; DOE - mat only		15	36
		Sliding Glass - 72" x 80" and smaller			\$1425		1 repair or replacement per dwelling						
		Sliding Glass - Greater than 72" x 80"			\$1782								
6	Duct Insulation		INS	LIHEAP		\$.95 per sq. ft.	1 occurrence per dwelling; no maximum quantity			LIHEAP - Y; DOE - N		10	5
9	Duct Repair and Replacement		INF	LIHEAP, ECIP HCS	\$2197		1 repair or replacement per dwelling			LIHEAP - Y; DOE - mat only		10	10

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Rework/Retest - LIHEAP and ECHP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Quantity Not Limited		
10	Filter Replacement	Air Conditioning Furnace	GHW	LIHEAP	\$100 \$100		1 occurrence per dwelling 1 occurrence per dwelling			LIHEAP - Y; DOE - mat only		4	35
11	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP	\$150		2 lamps per dwelling		LIHEAP - whole # only; DOE - N			4	5, 27
12	Glass Replacement and Window Repair		INF	LIHEAP	\$525		1 occurrence per dwelling; no maximum quantity				LIHEAP - Y - whole # only; DOE - mat only	10	17
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		LIHEAP - whole # only; DOE - N			4	5, 35
14	Kneewall Insulation	R-value 11 R-value 19	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				LIHEAP - Y; DOE - mat only	20	
15	Mechanical Ventilation		OTH	LIHEAP	No maximum at this time		1 occurrence per dwelling			LIHEAP - Y; DOE - mat only		10	
16	Microwave Oven		EBL	LIHEAP	\$284		1 oven per dwelling			LIHEAP - Y; DOE - N		10	5, 23, 26
17	Minor Envelope Repair		INF	LIHEAP	\$1331; Disaster Relief \$3514		1 occurrence per dwelling			LIHEAP - Y; DOE - mat only		4	13, 16, 17, 18
18	Refrigerator Replacement	19 cu. ft. and below Over 19 cu. ft.	EBL	LIHEAP	\$1032 \$1187		1 replacement per dwelling			LIHEAP - Y; DOE - mat only		15	5, 20, 28

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

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(Amendment No. 1, 2010 LIHEAP)

Line No.	Measure	Type	Classifi- cation *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Quantity Not Limited		
19	Thermostat	Manual Programmable	HCM	LIHEAP		\$65 per thermostat \$157 per thermostat	1 thermostat per dwelling	N				10	5, 25, 27
20	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP		\$66 per cover	2 covers per dwelling		LIHEAP - whole # only; DOE - N			4	16
21	Water Heater Blanket		GHW	LIHEAP		\$55 per blanket	1 blanket per dwelling	N				4	5, 35
22	Water Heater Pipe Wrap		GHW	LIHEAP		\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity		LIHEAP - Y; DOE - N			10	5, 35
23	Weatherstripping	Hinged Door	GHW	LIHEAP		\$44 per door	1 occurrence per dwelling; no maximum quantity		LIHEAP - whole # only; DOE - N		4	16, 35	
		Other	INF			\$2.10 per lin ft		LIHEAP - Y; DOE - N					
24	Window Replacement	Repair	INF	LIHEAP	\$1200	1 occurrence per dwelling; no maximum quantity				LIHEAP - whole # only; DOE - mat only	10	17	
		Replacement			\$2400						20		
SECTION - Optional													
1	Ceiling Fans		HCM	LIHEAP	\$176		1 occurrence per dwelling; no maximum quantity				LIHEAP - whole # only; DOE - N	10	5
2	Exterior Water Pipe Wrap		OTH	LIHEAP		\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity		LIHEAP - Y; DOE - N			10	5
3	Floor Foundation Venting		INS	LIHEAP	\$360		1 occurrence per dwelling; no maximum quantity				LIHEAP - Y; DOE - mat only	20	5, 15

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

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(Amendment No. 1, 2010 LIHEAP)

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Rework/Reauthorization - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Quantity Not Limited		
4	Floor Insulation	> 36" clearance	INS	LIHEAP			1 occurrence per dwelling; no maximum quantity				LIHEAP - Y; DOE - mat only	20	5, 24
		< 36" clearance											
6	Shadescreens		OTH	LIHEAP	\$500		1 occurrence per dwelling; no maximum quantity				LIHEAP - Y; DOE - mat only	4	5
7	Shutters		INF	LIHEAP		\$6.00 per sq ft	1 occurrence per dwelling; no maximum quantity		LIHEAP - Y; DOE - N			10	5
8	Storm Windows	Fixed, Glass Glazing	INF	LIHEAP		\$12.40 per sq ft	1 occurrence per dwelling; no maximum quantity		LIHEAP - Y; DOE - N			10	16
		Fixed, Polycarbonate				\$18.40 per sq ft							
		Operable, Glass Glazing				\$13.90 per sq ft							
		Operable, Polycarbonate				\$21.40 per sq ft							
		Other				\$750							
9	Timer, Electric Water Heater		OTH	LIHEAP		\$112 per timer	1 timer per dwelling	N				4	5
10	Tinted Window Film		OTH	LIHEAP		\$3.30 per sq ft	1 occurrence per dwelling; no maximum quantity		LIHEAP - Y; DOE - N			4	5
11	Wall Insulation, Stucco and Wood		INS	LIHEAP		\$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity		LIHEAP - Y; DOE - N			20	5
SECTION: Supplemental													
1	Disposal Fees		OTH	LIHEAP, ECIP HCS			No max. quantity				N	If incurred	
2	Permits		OTH	LIHEAP, ECIP HCS			No max. quantity				N	If incurred	

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

10

(Amendment No. 1, 2010 LIHEAP)

Line No.	Measure	Type	Classification	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Rework/Retest - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Quantity Not Limited		
3	HERS Rater		OTH	LIHEAP, ECIP HCS			No max. quantity				N	If incurred	
4	Shop Fee		OTH	LIHEAP		\$10 per dwelling	1 fee per dwelling	N					30
5	Travel Credit	Single	TRA	LIHEAP, ECIP HCS, SWEATS		1 hour @ Approved Labor Rate + \$18	1 credit per WX, ECIP HCS or SWEATS dwelling	N				1 credit per reweatherized dwelling; 1 credit per reweatherized ECIP HCS dwelling	
		Multi (over 5 units)				\$8.50 per dwelling							
		Lodging and per diem	TRA	LIHEAP, ECIP HCS, SWEATS	\$750		1 trip per weatherized dwelling			N		1 trip per reweatherized dwelling	34
6	Mileage Outside of 60-Mile Round Trip		TRA	LIHEAP, ECIP HCS, SWEATS		\$0.91 per mile	No max quantity; 1 mileage charge per WX, ECIP HCS or SWEATS dwelling		LIHEAP - Y, DOE - N			No max quantity; 1 mileage charge per reweatherized dwelling; 1 mileage charge per reweatherized ECIP HCS dwelling	31
SECTION: SWEATS Program Costs													
1	Portable Equipment Purchased and Held on Reserve	Air Conditioner	SWE	SWEATS			No max. quantity				N		
		Evaporative Cooler											
		Heater											
		Fan											
		Generator											
2	Repair and Maintenance of Reserved Appliances	Other	SWE	SWEATS			No max. quantity				N		
		Air Conditioner											
		Evaporative Cooler											
		Heater											
		Fan											
3	Additional Reimbursement-- Fees, Fares, or Costs for Rental Vehicles	Generator	SWE	SWEATS			No max. quantity				N		
		Other											

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job	Fixed Rates	Quantity Limits Per Job	Splitting of Measures between CSD Programs				Reweathering - LIHEAP and ECIP Measure Life (Replacement Cycle in Full Years)	Foot-notes
								Fixed Fee - Single Quantity	Fixed Fee - Multi Quantity	Labor/Mat - Quantity Limited	Labor/Mat - Quantity Not Limited		
SECTION: SWEATS Loaned Appliances Program													
1	Portable Equipment Delivered on Loan to a Dwelling	Air Conditioner	SWE	SWEATS			No max. quantity				N		
		Evaporative Cooler											
		Heater											
		Fan											
		Generator											
	Other												
2	Fuel for Generators		SWE	SWEATS			No max. quantity				N		

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

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

24	Crawl space height shall be documented on the Weatherization Building Assessment and Job Order Sheet (CSD 540).
25	Manual Thermostats may be installed only if the old thermostat is inoperable and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving such services will not be able to operate and maintain the Programmable Thermostat properly.
26	Microwaves may be installed in dwellings with gas cooking appliances.
27	Contractors shall ensure the proper disposal of hazardous wastes products such as fluorescent light tubes, batteries, and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.
28	CSD Policies and Procedures for electric base-load measures state that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain the manufacturer, make, and model and age of all replaced refrigerators. Age must be verified utilizing the Refrigerator Energy Use Data at www.waptac.org or other applicable resources per Interim Policies and Procedures and Standards, June 2005.
29	May be used by those Contractors that find that the per-square-foot rate under the other storm window categories is too high in comparison to the actual cost of materials within its service area.
30	Shop fees are used to cover incidental supplies that are difficult to track. Shop fees are not applicable for ECIP EHCS or reweatherized dwellings.
31	Only mileage exceeding a 60-mile round trip to the job site is reimbursable. Mileage is allowed once per weatherized dwelling.
32	The total cost per unit must be allocated to all units in the building being served by the central unit. Total costs of the central unit is subject to the sixty-six percent (66%) or fifty percent (50%) eligibility rule used to weatherize all units in a building.
33	Repairs and replacements are allowable on pre-existing and vented kitchen exhausts. New vented kitchen exhausts may be installed where one was not existing in mobile homes only.
34	One lodging and per diem claim filed for each dwelling is not limited by the number of crew members on the out-of-town job(s) and/or the number of nights required to stay to complete the out-of-town job(s). It is limited, however, to one trip by a crew for each weatherized or reweatherized dwelling. If more than one dwelling is weatherized during the single trip, the cost must be prorated among those units and shall be limited to that single trip.
35	General heat waste measures are intended to be low-cost items that can be quickly and easily installed. The weatherstripping for exterior doors only includes weatherstripping for door jambs and does not include door shoes or thresholds which are included in door repairs and replacements. If a blower door test is to be performed, these measures can be installed prior to the blower door test.
36	When installing an exterior door, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor. On any dwelling, an existing and functional deadbolt may be reinstalled in the replacement door, with reimbursement limited to labor for the reinstallation.

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SPECIAL TERMS AND CONDITIONS

1. **TRAVEL AND PER DIEM**

- A. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed based on the Contractor's policies and procedures not to exceed federal per diem requirements and in compliance with all other provisions of this Agreement related to travel costs.
- B. In absence of a travel policy, Contractor shall defer to the rules and regulations established in the California Code of Regulations Sections 599.615 through 599.638 and be reimbursed in accordance with the definitions, terms, and provisions contained therein.

2. **CERTIFICATIONS**

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

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

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- 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

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financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

5. BOARD ROSTER, BYLAWS, RESOLUTION, AND MINUTES

- A. Upon execution of this Agreement, Contractor shall submit to CSD a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws. If Contractor is a nonprofit or public entity that qualifies as an eligible entity under the federal CSBG Act, then Contractor shall instead submit a roster, including contact information, of Executive Committee of the tripartite board. Contractor is responsible to notify CSD of any changes to the Committee roster within thirty (30) days of such occurrence.
- B. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Either a specific or current general resolution must be on file with CSD prior to CSD's finally executing this Agreement.
- D. Contractor shall submit to CSD the minutes from regularly scheduled meetings of the governing board and/or tripartite board no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the board's bylaws.
- 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 2009 CSD Supplemental Audit Guide. The 2009 Supplemental Audit Guide is attached herein as Exhibit D, Attachment I. The 2009 Supplemental Audit Guide may be accessed at www.csd.ca.gov.

B. Audit Reports

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

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the audit cannot be submitted within nine months of the end of the Contractor's fiscal year, an extension may be granted by CSD Audit Services Unit for submittal of the audit report not to exceed an additional 30 calendar days from the original due date. The audit reports and supplementary financial information are to be submitted to the following addresses:

Printed copy:

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

Electronic copy:

audits@csd.ca.gov.

Local governmental agencies also shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

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

- 5) Where services or funds under this Agreement are provided to, for, or by a wholly owned or wholly controlled subsidiary of Contractor, Contractor hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this Section. Said required audit report shall be made available to the State upon request.
- 6) 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

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

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.
- B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.
- C. Contractor shall immediately notify subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.
- D. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).
- E. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the

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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.

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

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governmental entity's ability to cover any potential losses under this Agreement.

- 2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.
- 3) In the case that the Contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel; stating that no changes have occurred from the last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.
- 4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

C. Workers' Compensation Insurance

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

D. Fidelity Bond

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

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.

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- 2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), naming CSD as an additional insured, to the State as evidence of compliance with general liability insurance requirements prior to issuance of an initial cash advance.

F. Vehicle Insurance

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

9. COMPLIANCE MONITORING

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

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- E. Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- F. In the event that CSD determines that Contractor is in noncompliance of material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or findings in writing, along with a specific action plan for correcting the noncompliance.

10. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT

A. Consequences for Entities Not Meeting Terms of the Agreement

Contractor shall ensure that all requirements set forth in this Agreement are met, that all required documentation is submitted in a timely manner, and that any specific corrective action plans are fulfilled. In the event that prescribed timelines are not met or corrective action is not taken, it shall be deemed a material breach of this Agreement, and CSD shall take appropriate action, including but not limited to withholding of advance payments and initiation of the suspension and termination procedures provided by State and federal LIHEAP law and the provisions of this Agreement.

B. Suspension

- 1) The State may, upon reasonable notice to Contractor or Subcontractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.
- 2) If Contractor has failed to comply with the material terms of this Agreement, the State shall:
 - a. Notify the Contractor in writing by certified mail or personal service;
 - b. Specify the effective date of the suspension;
 - c. Specify the reasons for the suspension and what corrective action is expected;
 - d. Give a specified period of time in which to take corrective action; and

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e. Inform the Contractor that if the corrective action is not taken within the specified time frame, the State will terminate the contract.

3) A suspension shall remain in effect until Contractor has taken corrective action satisfactory to the State.

4) New obligations, including costs for goods, services, or related expenses, incurred by Contractor under this Agreement during the suspension period will not be allowed unless expressly authorized by the state in the notice of suspension.

C. Special Conditions

1) CSD will implement Special Conditions on a progressive basis, which may include:

a. Additional training and technical assistance;

b. Additional reporting requirements; and

c. Formal high-risk designation and possible suspension and termination.

2) Based on the severity and frequency of the identified circumstances, CSD may impose any one or more Special Conditions. Should Special Conditions be warranted, CSD shall send the Contractor a written Notice of Special Conditions, which shall 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).

D. Termination

1) Either party may terminate this Agreement at any time prior to its date of expiration upon 30 calendar day's notice to the other party. Such notice shall be delivered to the other party in writing, stating the reason for termination and the effective date thereof.

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- 2) Upon termination of this Agreement, the State, unless expressly granted in writing, shall not pay Contractor for any obligations incurred after the effective date of such termination. Contractor shall be paid for work performed prior to termination, as long as the work was performed according to the covenants contained herein at the time and in the manner provided herein.

E. Lien Rights

The State retains lien rights on all funds advanced.

11. APPEAL PROCESS WHEN SPECIAL CONDITIONS ARE IMPOSED

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

12. AGREEMENT CHANGES

A. Amendment

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

B. Minor Modifications

- 1) 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.

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- b. Transferring of funds within the LIHEAP Nonconsideration program components, i.e., ECIP Fast Track and HEAP Electric and Gas.
 - c. Changes to the EXHIBIT H, 2009 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- 4) Contractor may elect to transfer funds between each of the LIHEAP consideration programs and components, i.e., Weatherization, ECIP HCS, and/or ECIP/HEAP WPO.
- a. Funding transfers that exceed the 25 percent (25%) maximum for Weatherization are prohibited.
 - b. Contractors will be required to provide justification and reasoning where the transfer of funds results in program funding allocations that deviate from the statewide program funding ranges outlined below:

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

C. Time Restriction

After March 15 of each program year, Contractor shall offer Energy Crisis Intervention Program services, as specified in EXHIBIT H, 2009 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS or may request an amendment to reallocate any unspent ECIP funds into direct assistance payment services (HEAP – Electric and Gas, and WPO).

D. Process

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

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13. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS

- A. Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the total consideration and non-consideration allocations by June 30, 2010. Achievement of the following expenditure percentages shall occur as follows.

50% by September 30, 2009
75% by March 31, 2010
100% by June 30, 2010.
- B. CSD shall review Contractor's achievement of goals each month.
- C. At the conclusion of the 50% performance benchmark. CSD shall review Contractor's achievement of goals, and if they are not being achieved, CSD shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an immediate resolution.
- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of nonachievement of goals. Contractor shall have to meet all goals inclusive to the next one-month period.
- E. If, at the conclusion of the March 31, 2011 reporting period, the Contractor has not achieved 75% of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter negotiations with the Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the State will redistribute such funds to an eligible performing Contractor within the general geographic region of the Contractor-of-record. In the event a performing Contractor does not exist in the general geographic region, then the State shall reserve the right to redistribute funds to a performing Contractor within the state. If negotiations result in a modified expiration of the contract, EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, Section 1., BUDGET, item A., shall prevail.
- F. The term of this agreement will be no longer than eighteen (18) months.

14. DAVIS-BACON PROVISIONS

- A. Wages for individuals performing weatherization services under this Agreement shall be fully subject to prevailing wages under the Davis-Bacon Act when LIHEAP-funded weatherization and ECIP EHCS activities are leveraged with

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DOE ARRA funding to complete a weatherization project. Weatherization or EHCS services do not have to be provided concurrently but will be subject if the LIHEAP funded weatherization and/or ECIP HCS activities are required in order to complete the DOE WAP work as determined during the dwelling assessment.

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

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ATTACHMENT III, and pay the appropriate wage rates as determined in ATTACHMENT IV to this Exhibit.

- iv. Contractor shall ensure that employees and subcontractors performing work specific to the Basic Weatherization worker and the Doors & Windows Weatherization worker classifications are paid, at a minimum, the corresponding wage rates identified on ATTACHMENT IV to this Exhibit. The application and the use of the HVAC/Furnace/ Heating & Cooling Mechanic wage rates is limited to only those weatherization personnel directly performing activities assigned to this job classification.
 - c. The rates included in the Davis-Bacon Wage Determination, ATTACHMENT IV to this Exhibit are exclusively for residential project use only.
 - i. Commercial projects, defined as buildings five (5) or more stories, including apartment buildings and public housing buildings that meet this height, are excluded from this wage determination.
 - ii. Unless or until the U.S. DOE or the U.S. DOL issues clarification, Contractor may not conduct weatherization on commercial projects without written preapproval from CSD. Contractor must submit a written project proposal to CSD that is sufficient for evaluation by federal and state labor departments.
 - d. The rates included in the Davis-Bacon Wage Determination, ATTACHMENT IV to this Exhibit are effective as of March 1, 2010.
- E. Monitoring and Reporting of Davis-Bacon Provisions
- 1) CSD will monitor Contractor's adherence to all Davis-Bacon provisions. Noncompliance with Davis-Bacon will subject Contractor to the process outlined in ARRA EXHIBIT A.1.E – A.1.F.
 - 2) Weekly payroll reports, in accordance with Davis-Bacon requirements, must be postmarked no later than seven (7) working days following the issuance of the weekly payroll and be submitted via U.S. Postal Service to:

EXHIBIT D
(Standard Agreement)

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

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

15. ATTACHMENTS TO THE CONTRACT

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

ATTACHMENT I	2009 Supplemental Audit Guide
ATTACHMENT II	Davis-Bacon Act
ATTACHMENT III	Statement and Acknowledgement, Standard Form 1413
ATTACHMENT IV	U.S. Department of Labor Weatherization Wage Determinations
ATTACHMENT V	Davis-Bacon Wage Classifications by Measure
ATTACHMENT VI	2010 LIHEAP Approved Labor Rates for Units Leveraged with DOE ARRA

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

CLAUSE XX. DAVIS-BACON ACT REQUIREMENTS

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

- (1) *Award* means the Award by the Department of Energy (DOE) to a Recipient that includes a requirement to comply with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Subrecipients, Contractors and subcontractors on projects funded by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act.
- (2) *"Construction, alteration or repair"* means all types of work done by laborers and mechanics employed by the Subrecipient, construction contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation—
 - (a) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (b) Painting and decorating; or
 - (c) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work.
- (3) *Contract* means a written procurement contract executed by a Subrecipient for the acquisition of property and services for construction, alteration, and repair under a Subaward. For purposes of these Clauses, a Contract shall include subcontracts and lower- tier subcontracts under the Contract.
- (4) *Contracting Officer* means the DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.
- (5) *Contractor* means an entity that enters into a Contract. For purposes of these Clauses, Contractor shall include subcontractors and lower-tier subcontractors.
- (6) *Recipient* means any entity other than an individual that receives Recovery Act funds in the form of a grant directly from the Federal Government. The term includes the State that receives an Award from DOE and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.
- (7) *"Site of the work"*—
 - (a) Means--
 - (i) The physical place or places where the construction called for in the Award, Subaward, or Contract will remain when work on it is completed; and
 - (ii) Any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the project;
 - (b) Except as provided in paragraph (c) of this definition, the site of the work includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided—

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- (i) They are dedicated exclusively, or nearly so, to performance of the project; and
- (ii) They are adjacent or virtually adjacent to the site of the work as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition; and
- (c) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular contract or Federal Award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the project site as defined in paragraphs (7)(a)(i) or (7)(a)(ii) of this definition, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an Award, Subaward, or Contract.

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

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

B. Davis-Bacon Act

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

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

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the Subaward or Contract in order for the appropriate wage determination to be obtained by the Contracting Officer from the Secretary of Labor.

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

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

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

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

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

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

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

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

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

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

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

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

C. Rates of Wages

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

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

D. Payrolls and Basic Records

(1) Payrolls and basic records relating thereto shall be maintained by the Recipient, Subrecipient and Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name,

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

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

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

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

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph D(2)(a) of this Clause, the appropriate information is being maintained under paragraph D(1) of this Clause, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Subaward or Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

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

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

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

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

E. Withholding of Funds

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

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trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Award or Subaward or a Contract, the Contracting Officer may, after written notice to the Recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

F. Apprentices and Trainees

(1) Apprentices

- (a) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed—
 - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or
 - (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (b) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Subrecipient or Contractor as to the entire work force under the registered program.
- (c) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph F(1) of this Clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

(2) Trainees

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

(b) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship/training program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

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

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

G. Compliance with Copeland Act Requirements

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

H. Subawards and Contracts

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

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

f. Within 14 days after issuance of a Contract or lower- tier subcontract, the Subrecipient shall deliver to the Recipient a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each Contract and lower-tier subcontract for construction within the United States, including the Contractor and lower- tier subcontractor's signed and dated acknowledgment that this Clause has been included in any Contract and lower- tier subcontracts. SF 1413 is available from the Contracting Officer or at

[http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/\\$file/sf1413_e.pdf](http://contacts.gsa.gov/webforms.nsf/0/70B4872D16EE95A785256A26004F7EA8/$file/sf1413_e.pdf)

f. The Recipient shall immediately provide to the DOE Contracting Officer the completed Standard Forms (SF) 1413.

I. Contract Termination -- Debarment

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

J. Compliance with Davis-Bacon and Related Act Regulations

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

K. Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the

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Award, Subaward, and Contract. Disputes within the meaning of this Clause include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

L. Certification of Eligibility

(1) By entering into this Award, Subaward, or Contract (as applicable), the Recipient, Subrecipient, or Contractor, respectively certifies that neither it (nor he or she) nor any person or firm who has an interest in the Recipient, Subrecipient, or Contractor's firm, is a person, entity, or firm ineligible to be awarded Government contracts or Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this Award, Subaward or Contract shall be subcontracted to any person or firm ineligible for award of a Government contract or Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

M. Approval of Wage Rates

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

Clause XXX. Contract Work Hours and Safety Standards Act

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

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

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph B herein, the Subrecipient or Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient or Contractor shall be liable to the United States (in the case

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of work done under a Subaward or Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provision set forth in CWSSHA paragraph A, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

C. Withholding for unpaid wages and liquidated damages.

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

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

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

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

Clause XXXX. RECIPIENT FUNCTIONS

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

(a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

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(c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;

(d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

(f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;

(g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer;

and

(h) Provide copies of all records upon request by DOE or DOL in a timely manner.

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

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

(2010 LIHEAP, Amendment No. 1)

EXHIBIT D
(Standard Agreement)

ATTACHMENT III, STATEMENT AND ACKNOWLEDGMENT (Standard Form 1413)

(Please see the attached document.)