

STATEMENT AND ACKNOWLEDGMENTOMB No.: **9000-0014**
Expires: **5/31/2011**

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

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME				a. NAME	
b. STREET ADDRESS				b. STREET ADDRESS	
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
d. STATE		e. ZIP CODE		d. STATE	
e. ZIP CODE		e. ZIP CODE		e. ZIP CODE	
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARING FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING		12. DATE SIGNED	

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

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

Contract Work Hours and Safety
Standards Act - Overtime
Compensation - (If included in prime contract see Block 6)
Payrolls and Basic Records
Withholding of Funds
Disputes Concerning Labor Standards
Compliance with Davis-Bacon and Related Act Regulations

Davis-Bacon Act
Apprentices and Trainees
Compliance with Copeland Act Requirements
Subcontracts (Labor Standards)
Contract Termination - Debarment
Certification of Eligibility

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

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

(2010 LIHEAP, Amendment No. 1)

EXHIBIT D
(Standard Agreement)

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

(Please see the attached document.)



Request For Wage Determination And
Response To Request

(Davis Bacon Act as Amended and Related Statutes)

FOR DEPARTMENT
OF LABOR USE

Response To Request

☐ Use area determination issued for
this area

☒ The attached decision noted below
is applicable to this project

Decision Number

2009-CA-001

Date of Decision

9-3-2009

Expires

3-6-2010

Supersedes Decision Number

Approved

Shirley Ebbesen
Director, Division of
Wage Determinations

Expiration date and
extension per 29CFR Part
1.6 (a)(1)

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

Mail Your Request To:

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

Requesting Officer (Typed name and signature)

Lisa Kuzniar Lisa.Kuzniar@neta.doe.gov Lisa Kuzniar

Department, Agency, or Bureau

Department of Energy/National Energy Technology Laboratory

Date of Request

08/11/2009

Estimated Advertising Date

Prior Decision Number (if any)

N/A

Estimated \$ Value of Contract

☐ Under 1/2 Mil ☐ 1 to 5 Mil ☒ Over 5 Mil

Type of Work

☐ Bldg. ☒ Resid.

Estimated Bid Opening Date

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

3610 Collins Ferry Rd.
PO Box 880
Morgantown, WV 26507

Fax Number
304-285-4683

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

State of California- all Counties

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

RESIDENTIAL WEATHERIZATION CONSTRUCTION

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

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

Asbestos workers

Boilermakers

Bricklayers

Carpenters

Cement masons

Electricians

Glaziers

Ironworkers

Laborers (Specify classes)

HVAC Mechanic

Lathers

Marble & tile setters, terrazzo workers

Painters

Pile drivers

Plasterers

Plumbers

Roofers

Sheet metal workers

Soft floor layers

Steamfitters

Welders-rate for craft

Truck drivers

Power equipment operators

(Specify types)

Weatherization Worker

Other Crafts

308-104

NSN 7540-00-105-0078

U.S. Government Printing Office: 1-800-484-2723/411

Standard Form 308 (Rev. May 1985)
U.S. Department of Labor -29 CFR Part 1

CALIFORNIA RESIDENTIAL WEATHERIZATION WAGE DETERMINATION

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

Weatherization work for purposes of this wage determination is defined as minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors. In California, the Department's recent survey determined as a matter of prevailing practice that these duties are performed by a weatherization worker classification. The survey also found specialty weatherization work performed on weatherization construction projects. Specialty weatherization work is the (1) replacement of doors and windows; (2) installation and repair of furnace/cooling (HVAC) systems and all associated work involved with the installation of the HVAC system including electrical, pipe, and duct work. Classifications performing this work are also listed on this project wage determination.

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

STATE: California

Decision #: 2009-CA-001

COUNTIES: See below

DESCRIPTION OF WORK: Weatherization construction on existing residential structures to include minor repairs, batt insulation, blown insulation, window and door repair, and weather stripping, solar film installation, air sealing, caulking, minor or incidental structural repairs, duct sealing, air sealing, installation of light bulbs, and installation of smoke detectors. This also includes (1) the replacement of doors and windows and the repair; (2) the installation of hot water heaters and the 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.

The following is a key to the county chart below. The first figure in each classification column is the hourly rate and the rate following the "+" is the fringe benefit rate. A blank in the classification column signifies that there is no or insufficient data from either source and therefore no applicable rate.

Any unlisted classifications needed for work not included within the scope of the classifications listed below may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

Weatherization Survey				Existing Residential Wage Determination (www.wdol.gov)		
Counties	Weatherization Worker	Doors & Window Weatherization Worker	HVAC/Furnace/Heating & Cooling Mechanic	Carpenter	Electrician	Plumber
Alameda	\$14.00+0.50	\$27.96+10.65	\$39.11+0.11	\$36.50+21.40	\$29.87+11.95+3%	\$45.96+24.90
Alpine	\$13.97	\$13.97	\$17.93+1.54	\$13.00	\$12.67	\$10.25
Amador	\$16.14+5.71	\$16.14+5.71	\$17.93+1.54	\$18.58+6.455	\$17.93+3.38+3%	\$19.72+6.71
Butte	\$16.21+3.83	\$16.21+3.83	\$26.91+5.62	\$9.63+1.61	\$9.00	\$14.00+5.14
Calaveras	\$16.14+5.71	\$16.14+5.71	\$17.93+1.54	\$29.27+20.96	\$26.72+10.65+3%	\$27.35+6.85
Colusa	\$16.36+6.17	\$18.10+7.18	\$20.00	\$11.30+3.645	\$9.89+2.91	
Contra Costa	\$14.00+0.50	\$22.77+3.65	\$27.00+0.52	\$36.50+21.40	\$29.87+11.95+3%	\$33.66+14.69
Del Norte	\$13.00+0.25	\$15.00+0.78	\$20.00	\$19.08+6.915		
El Dorado	\$13.97	\$13.97	\$26.91+5.62	\$19.23+6.955	\$18.80+5.53+3%	\$16.47+9.45
Fresno	\$17.65+2.01	\$17.65+2.01	\$15.98+1.17	\$29.27+20.96	\$29.87+11.95+3%	\$29.78+9.57
				\$21.24+7.20	\$18.00+2.00+3%	\$34.25+18.43

Weatherization Survey				Existing Residential Wage Determination (www.wdol.gov)		
Glenn	\$13.18+4.77	\$17.63+7.25	\$20.00			
Humboldt	\$11.31+4.06	\$11.31+4.06	\$20.00		\$19.08+6.915	\$16.47+9.45
Imperial	\$10.00+2.77	\$10.00+2.77	\$24.00		\$21.00+10.58	\$29.97+12.91
Inyo	\$11.18+0.69	\$11.18+0.69	\$17.93+1.54		\$13.00	\$10.00+1.25
Kern	\$27.39+1.51	\$27.39+1.51	\$26.91+5.62		\$21.24+7.20	\$29.97+12.91
Kings	\$12.00	\$14.24+2.39	\$15.98+1.17		\$7.25	\$8.25
Lake	\$13.00+2.78	\$18.00+3.55	\$20.00		\$7.76	\$7.47
Lassen	\$16.94+2.12	\$16.94+2.12	\$20.00		\$9.86	\$7.25+9.05+1%
Los Angeles	\$18.38+3.98	\$28.55+0.87 (Carpenter)	\$30.00+4.30		\$21.00+10.58	\$29.97+12.91
Madera	\$10.65+3.74	\$13.98+4.19	\$13.98+4.19		\$21.24+7.20	\$34.25+18.43
Marin	\$15.00+0.60	\$18.00+3.55	\$28.15+0.05		\$34.75+21.40	\$40.80+22.60
Mariposa	\$11.77+4.33	\$19.50+3.78	\$26.91+5.62		\$29.27+20.96	\$27.35+6.85
Mendocino	\$13.00+2.78	\$18.00+3.55	\$20.00		\$7.76	\$7.47
Merced	\$10.65+3.74	\$13.98+4.19	\$13.98+4.19		\$21.24+7.20	\$13.00+7.30
Modoc	\$11.31+4.06	\$11.31+4.06	\$20.00		\$9.86	\$7.25+9.05+1%
Mono	\$11.18+0.69	\$11.18+0.69	\$17.93+1.54		\$13.00	\$10.00+1.25
Monterey	\$16.50+0.50	\$16.50+0.50	\$62.08+0.08		\$30.62+20.96	\$39.00+17.93
Napa	\$15.00+0.60	\$18.00+3.55	\$39.11+0.11		\$34.75+21.40	\$30.60+17.10
Nevada	\$19.56+0.77	\$19.56+0.77	\$20.00		\$29.27+20.96	\$27.35+6.85
Orange	\$14.25+4.70	\$30.00+4.30	\$30.00+4.30		\$21.00+10.58	\$29.97+12.91
Placer	\$15.00+0.60	\$15.00+0.60	\$26.91+5.62		\$29.77+21.40	\$27.35+6.85
Plumas	\$21.55+9.15	\$21.55+9.15	\$20.00		\$11.57	\$14.00
Riverside	\$15.00	\$28.55+0.87 (Carpenter)	\$24.00		\$21.00+10.58	\$29.97+12.91
Sacramento	\$17.53+4.94	\$17.53+4.94	\$26.91+5.62		\$29.77+21.40	\$27.35+6.85
San Benito	\$15.00+0.60	\$15.00+0.60	\$62.18+0.06		\$30.62+21.40	\$30.90+7.90
San Bernardino	\$22.48+3.36	\$22.48+3.36	\$30.99+3.75		\$21.00+10.58	\$29.97+12.91
San Diego	\$12.00+2.81	\$12.00+2.81	\$17.10+1.43		\$37.28+10.58	\$35.97+15.86
San Francisco	\$15.00+0.60	\$21.90+1.27	\$39.11+0.21		\$36.50+21.40	\$40.80+22.60
San Joaquin	\$16.50+0.50	\$16.50+0.50	\$26.91+5.62		\$21.24+7.20	\$13.00+7.30
San Louis						
Obispo	\$18.23+4.85	\$20.48+5.45	\$20.19		\$21.00+10.58	\$29.97+12.91
San Mateo	\$14.00+0.50	\$17.00+5.45	\$62.18+0.06		\$36.50+21.40	\$27.35+6.85
Santa Barbara	\$22.00	\$22.00	\$20.19		\$21.00+10.58	\$29.97+12.91

Weatherization Survey				Existing Residential Wage Determination (www.wdol.gov)		
Santa Clara	\$14.00+0.50	\$14.00+0.50	\$62.18+0.06	\$36.50+21.40	\$29.87+11.95+3%	\$30.90+7.90
Santa Cruz	\$14.00+0.50	\$14.00+0.50	\$62.18+0.06	\$30.62+20.96	\$29.87+11.95+3%	\$39.00+17.93
Shasta	\$14.57+6.48	\$14.57+6.48	\$26.91+5.62	\$9.91	\$11.00+.39	\$10.00
Sierra	\$21.55+9.15	\$21.55+9.15	\$20.00	\$8.50	\$10.00	\$7.25
Siskiyou	\$12.00+5.50	\$12.00+5.50	\$20.00	\$9.91	\$11.00+.39	\$10.00
Solano	\$15.00+0.60	\$18.00+3.55	\$39.11+0.11	\$36.50+21.40	\$34.01+11.95+3%	\$30.60+17.10
Sonoma	\$15.00+0.60	\$18.00+3.55	\$39.11+0.11	\$36.50+21.40	\$34.01+11.95+3%	\$40.80+28.96
Stanislaus	\$15.00+0.60	\$15.00+0.60	\$26.91+5.62	\$21.24+7.20	\$19.50+13.30+6.5%	\$13.00+7.30
Sutter	\$17.53+4.94	\$17.53+4.94	\$26.91+5.62	\$29.27+20.96	\$38.43+11.40+3%	\$34.50+17.93
Tehama	\$14.57+6.48	\$14.57+6.48	\$20.00	\$8.56	\$10.12	\$9.67
Trinity	\$16.36+6.17	\$16.36+6.17	\$20.00	\$8.56	\$10.12	\$9.67
Tulare	\$8.00	\$8.00	\$13.00+0.25	\$21.24+7.20	\$31.35+13.70+3%	\$34.25+18.43
Tuolumne	\$16.14+5.71	\$16.14+5.71	\$17.53+1.54	\$29.27+20.96	\$26.72+10.65+3%	\$34.50+17.93
Ventura	\$25.00+1.76	\$25.00+1.76	\$20.19	\$21.00+10.58	\$33.55+13.25+3%	\$29.97+12.91
Yolo	\$13.00+2.78	\$18.00+3.55	\$26.91+5.62	\$29.77+21.40	\$38.43+11.40+3%	\$29.79+9.57
Yuba	\$18.88+5.14	\$18.88+5.14	\$26.91+5.62	\$29.27+20.96	\$29.87+11.95+3%	\$27.35+6.85

EXHIBIT D (2010 LIHEAP, Amendment No. 1)
(Standard Agreement)

ATTACHMENT V: DAVIS-BACON WAGE CLASSIFICATIONS BY MEASURE

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

EXHIBIT D (2010 LIHEAP, Amendment No. 1)
(Standard Agreement)

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

**2010 LIHEAP Approved Labor Rates for Units Leveraged with DOE ARRA
For Billing Purposes**

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

**2010 LIHEAP Approved Labor Rates for Units Leveraged with DOE ARRA
For Billing Purposes**

Agency	Approved Labor Rate (1)	Applicable only when leveraging occurs with DOE ARRA funds	
		Approved Weatherization Worker and Door/Windows Labor Rate (2)	Specialty Work (HVAC, Plumbing, Electrical) Labor Rate (3)
Plumas	\$ 52	\$ 64	\$ 52
Project GO	\$ 58	\$ 58	\$ 83
Redwood (Humboldt)	\$ 54	\$ 54	\$ 56
Redwood (Modoc)	\$ 54	\$ 54	\$ 54
Riverside	\$ 58	\$ 58	\$ 60
Sacred Heart	\$ 69	\$ 69	\$ 85
San Bernardino	\$ 58	\$ 60	\$ 60
San Francisco	\$ 67	\$ 67	\$ 85
San Joaquin	\$ 59	\$ 60	\$ 100
San Luis Obispo	\$ 57	\$ 57	\$ 57
San Mateo	\$ 67	\$ 67	\$ 85
Santa Barbara	\$ 57	\$ 57	\$ 57
SHHIP	\$ 54	\$ 54	\$ 57
Spectrum	\$ 67	\$ 74	\$ 85
Ventura	\$ 63	\$ 69	\$ 91

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

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

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

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

EXHIBIT F
(Standard Agreement)

PROGRAMMATIC PROVISIONS

1. SERVICE PRIORITY GUIDELINES

- A. Contractor shall give first priority for services to those households with the highest energy burden and shall factor into its first priority for services those households with the following vulnerable populations: young children (ages 5 years or under), disabled, and elderly persons (ages 60 years or older).
- B. Contractor may give first priority for services to those households whose members have life-threatening emergencies.
- C. For the ECIP Fast Track and HEAP program components, Contractor shall assign prioritization points for Energy Burden, Vulnerable Populations, Household Income, and any Optional Agency-Defined categories as referenced in EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- D. Due to limited funding, Contractors are discouraged from providing either:
 - 1) Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
 - 2) Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors serving previously weatherized dwellings shall include the selection process for serving previously weatherized dwellings in EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- E. Equitable Treatment

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

2. OUTREACH AND INTAKE ACTIVITY GUIDELINES

A. Outreach

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

EXHIBIT F
(Standard Agreement)

B. Intake

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

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

3. ASSURANCE 16 ACTIVITY GUIDELINES

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

A. Needs Assessment

Contractor shall conduct a needs assessment for each client that shall include computing the energy burden of each applicant's household and prioritizing households as described in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 3. SERVICE PRIORITY GUIDELINES, and EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.

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B. Client Education/Budget Counseling – General Requirements

Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS. Contractor shall include at least the following:

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

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

- 1) In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, mold and lead-based paint education.
- 2) Occupants of pre-1979 units to be weatherized must receive the pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and School."
- 3) Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."
- 4) Contractor shall provide to the client a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.
- 5) Contractor shall provide to the client an explanation of the action of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.

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D. Coordination

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

4. LIHEAP AGENCY PLAN

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

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

- C. Specific sections and documents of the most current LIHEAP Agency Plan will be incorporated and referenced under EXHIBIT H of this Agreement, to include:
 - 1) Service Objectives and Goals by LIHEAP Component:
 - a. Weatherization, Weatherization Services:

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

Question 4. Modification to the typical heating and /or cooling season.
 - 2) Agency Priority Plan indicating:
 - a. ECIP-FT/HEAP Projected Goals and Percentages of Vulnerable Populations;
 - b. ECIP-FT/HEAP Income Ranges and Points;
 - c. ECIP FT/HEAP Energy Burden Ranges and Points;
 - d. ECIP-FT/HEAP Vulnerable Populations and Points; and
 - e. ECIP-FT/HEAP Agency Defined Categories and Points.
 - D. CSD's approval of the LIHEAP Agency Plan documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.
5. HEAP/WPO ACTIVITY GUIDELINES
- A. Applicant Eligibility
 - 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to seventy-five percent (75%) of the State median income.
 - 2) Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and

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Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

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

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6. WEATHERIZATION ACTIVITY GUIDELINES

A. Applicant Eligibility

- 1) Assistance shall be available only to households with incomes that do not exceed an amount equal to seventy-five percent (75%) of the State median income.
- 2) Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the 2010 LIHEAP Eligibility and Verification Guide at www.csd.ca.gov/programs.
- 3) Contractor shall certify a household's income eligibility prior to the delivery of all energy program services.
- 4) Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

B. Dwelling Eligibility

- 1) The certification shall remain in effect for a period of 120 days from the date the household is determined income eligible.
- 2) Contractor shall perform the assessment of weatherized dwellings within 120 days of the determination of the household's income eligibility to receive weatherization assistance services. In the event the Contractor is unable to perform the weatherization dwelling assessment within the 120-day period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility, prior to commencing the delivery of any form of weatherization assistance service including the dwelling assessment.
- 3) Contractor shall complete the post-combustion appliance safety test within sixty (60) days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.
- 4) Contractor shall complete weatherization services within six (6) months from the date of the original assessment of a dwelling. In the event the Contractor is unable to perform all weatherization services within the six-

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(6) month period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

5) **Permission to Provide Services**

- a. Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent prior to performing any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent or the Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent. At a minimum, the written documentation and/or notification shall include the following:
 - i. General permission to do assessment and weatherization work;
 - ii. Notification of specific work to be done before the work is done;
 - iii. Notification of significant structural and engineering changes; and
 - iv. Confirmation of work completed.
- b. If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupied dwelling and/or from the owner of a rental unit prior to continuing with the scheduled work.

6) **Rent Increase Restrictions**

- a. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.
- b. Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has

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been made, contact CSD with the details of the complaint including date complaint was made, date investigations began, and results.

- c. Should a complaint be found valid, Contractor shall obtain the amount equal to the weatherization work performed on that unit from the landlord and, if previously reimbursed from CSD, remit that amount to CSD along with details of the investigation.

7) Multi-Unit Dwellings

- a. In accordance with 10 CFR 440.22(b) (2), Contractor may weatherize a building containing rental dwelling units when not less than 66% (50% for duplexes and four-unit buildings) of the dwelling units in the building:
 - i. Are eligible dwelling units, or
 - ii. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.
- b. If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required.
- c. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$3,055 maximum average per unit.
- d. Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent for each complex and shall maintain a copy in each individual client file.
- e. Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43 or 44) or Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.
- f. The owner signed a copy of the Energy Service Agreement for Rental Units (CSD 515) or Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent,

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authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;

- g. No undue or excessive enhancement shall occur to the value of the dwelling units.
 - h. The repair and replacement of heating appliances, cooking appliances, and water heaters shall be performed in unoccupied multi-unit dwellings under the LIHEAP weatherization program only if a dangerous indoor air quality condition is found to exist, e.g., carbon monoxide hazard or gas leak and/or fire hazard.
 - i. If a dangerous indoor air quality condition and/or fire hazard is found to exist under ECIP EHCS, Contractor may disable the appliance to eliminate the immediate hazard in accordance with ECIP Policy and Procedures, EXHIBIT F, ATTACHMENT I, and the CSD Weatherization Installation Standards and CSD Weatherization Policies and Procedures. No other ECIP EHCS activities are allowed.
 - ii. If the dwelling is later occupied with an eligible applicant, Contractor may provide the appliance services and upon the completion of service, shall report the dwelling as previously weatherized.
- 8) Previously Weatherized Dwellings
- a. Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.
 - b. Completed weatherized dwellings under this Agreement and reported to CSD after January 1, 2010: Contractors can perform measures not previously installed with the initial weatherization service.
 - c. A previously applied measure may be reinstalled during its useful life term, as described on EXHIBIT B, ATTACHMENT IV, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file. If the useful life term has expired for the previously applied measure, then Contractor can provide the replacement measure under reweatherization without justification.

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- d. Unoccupied multi-unit dwellings previously weatherized in accordance with this Agreement and subsequently upon tenant occupation receives appliance repair and/or replacement services shall constitute a reweatherized dwelling.
 - e. If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Agreement. The dwelling and occupant eligibility must be recertified.
 - f. Contractor shall not report demographics for reweatherized dwellings when reweatherization services occurred during the same contract period.
- 9) Ineligible Dwellings
- a. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.
 - b. Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the Weatherization Building Assessment and Job Order Sheet (CSD 540) and signs the Energy Service Agreement for Rental Units (CSD 515), Service Agreements for Unoccupied Multi-Unit Dwellings (CSD 515D), or Contractor's equivalent as applicable.
 - c. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Agreement.

C. Minimum Requirements for Weatherization Services

- 1) Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or other program may be weatherized under this Agreement only if:
 - a. Ceiling Insulation plus two additional Priority Measures are installed, or
 - b. In the event Ceiling Insulation is not feasible, at least three Priority Measures are installed.

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

D. Dwelling Assessments

- 1) Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.
- 2) Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training, including the completion of Combustion Appliance Safety Training, and Duct Diagnostic Training, CSD's Dwelling Assessment Field Training, and Basic Weatherization Training. In addition, Assessors must complete all

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required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Worksite Safety.

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

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- iii. The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.
- b. Combustion Appliance Safety (CAS) Tests
 - i. The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.
 - ii. If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install noninfiltration reduction measures.
- c. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.
 - i. Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral Form.
 - ii. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.
- E. Diagnostic Testing
 - 1) Contractor shall perform the blower door diagnostic testing only for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

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- 2) Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a preweatherization blower door test.
- 3) Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.
- 4) Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training, including the completion of: Blower Door and Duct Diagnostic Training, Basic Weatherization Training, and all required online-based training courses for Environmental Hazard, Lead Safe Weatherization, and Worksite Safety.
- 5) If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.

F. Health and Safety Measures

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

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

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serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

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

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appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.

- d. Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 30 percent (30%) of the cost of installing a new replacement unit.
- e. If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.
- f. When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

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

A. Purpose of ECIP Funds

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

- 1) A natural disaster (whether or not officially declared),
- 2) A significant home energy supply shortage or disruption,
- 3) An official declaration of a significant increase in:
 - a. Home energy costs,
 - b. Home energy disconnections,
 - c. Enrollment in public benefit programs, or
 - d. Unemployment and layoffs, or
- 4) An official emergency declaration by the Secretary of Health and Human Services.
- 5) In those situations where there is not an official federal, state or local declaration of emergency, i.e., an undeclared natural disaster or a

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significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

B. Capacity and Responsibility to Provide Emergency Assistance

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

C. ECIP Fast Track and WPO

- 1) ECIP Fast Track and WPO Services shall be provided in accordance with EXHIBIT H, 2010 AGENCY PRIORITY PLAN, WEATHERIZATION AND ECIP-EHCS.
- 2) Applicant Eligibility
 - a. Assistance shall be available only to households with incomes that do not exceed an amount equal to seventy-five percent (75%) of the State median income.
 - b. Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

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

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

- a. Contractor shall ensure that the total ECIP Fast Track benefit amount (ECIP Fast Track base amount plus supplemental benefit

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amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company in energy charges, reconnection fees, and other assessed utility fees/surcharges to alleviate the crisis situation.

- b. When only issuing a ECIP Fast Track base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.
 - c. Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (ECIP Fast Track plus supplemental benefit amount) does not exceed \$1,000.
 - d. Contractor shall provide full justification by documenting the client file(s) to include the amount of charges and verification by the utility company.
 - e. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved EXHIBIT H, 2010 AGENCY PRIORITY PLAN WEATHERIZATION AND ECIP-EHCS, and the LIHEAP Eligibility and Verification Guide.
- 4) ECIP Fast Track/WPO Payment Guidelines
- a. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.
 - b. Contractor may establish a maximum benefit for WPO payments; such maximum shall be consistently applied.
 - c. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.
 - d. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

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- i. Not later than 48 hours after a household is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis.
 - ii. Not later than 18 hours after a household applies is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.
 - iii. When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be sent to the client via an account credit letter from CSD or the utility company, or it shall be shown as a credit on the utility bill(s).
- 5) ECIP WPO Payment Guidelines Specific
- a. Contractor shall complete the ECIP Payment Confirmation (Non-Regulated Utility Companies Only) (CSD 415) or Contractor's equivalent.
 - b. Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
 - c. CSD shall not make payments to clients for WPO assistance.
 - d. Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
 - e. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
 - f. Unless a different, formal, or documented agreement exists to the contrary, Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred.

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D. ECIP Emergency Heating and Cooling Services (EHCS)

1) Applicant Eligibility

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

2) Dwelling Eligibility

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

3) Dwelling Assessments

- a. Assessment of the dwelling shall meet all requirements as described in Weatherization Activity Guidelines, EXHIBIT F.6.D., excluding Sections 6), 7), 8), 9) and 10).
- b. Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

4) Allowable Services

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

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

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E. Natural Disasters

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

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

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

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

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

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

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

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9. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

A. Program Standards

- 1) Contractor shall adhere to all CSD program standards pursuant to the following documents and manuals which have been incorporated by reference and made part of this Agreement as if attached hereto:
 - a. CSD Low-Income Weatherization Assistance Program Policies and Procedures;
 - b. CSD Conventional Home Weatherization Installation Standards (WIS);
 - c. CSD Mobile Home Weatherization Installation Standards (WIS);
 - d. CSD 2005 PY Interim Policies and Standards;
 - e. CSD Lead-Safe Weatherization Policies;
 - f. CSD Health and Safety Plan for Weatherization Programs;
 - g. CSD Inspection Policies and Procedures;
 - h. CSD LIHEAP/DOE Program Health and Safety Appliance Replacement Policy, EXHIBIT F, ATTACHMENT III;
 - i. CSD Carbon Monoxide (CO) Analyzer and Manometer Calibration Policy;
 - j. ECIP Policy and Procedures, EXHIBIT F, ATTACHMENT I; and
 - k. CSD Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy, EXHIBIT F, ATTACHMENT II.
- 2) In the event of disagreement between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures Manual and this Agreement, Contractor shall abide by the terms of this Agreement.

B. Regulations

- 1) Standards contained in the Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement is not included in the manual and/or is more stringent.

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- 2) All applicable dwellings shall be in compliance with California Energy Commission 2008 Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.
- 3) Services provided to all applicable pre-1979 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- 4) All materials procured for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government or 45 CFR Part 74, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.
- 5) All materials must be in compliance with Department of Energy rules in 10 CFR 440, Appendix A.

C. Title 24

- 1) Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks and cannot be repaired.
- 2) Title 24 requirements are applicable only to energy conservation measures installed to dwelling located within Contractor's specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones, refer to the CSD website at www.csd.ca.gov.
- 3) Contractor shall obtain the services of a qualified HERS Program Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.
- 4) Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement

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being tested and verified and shall have no financial interest in the work performed.

D. Pre-1979 Dwellings

- 1) Lead-based paint is presumed to be present in all pre-1979 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.
- 2) HUD units not previously certified to be lead free, built prior to 1979, and receiving weatherization services in which painted surfaces exceeding di minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.
- 3) Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent.

10. QUALITY ASSURANCE

A. Certification

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

B. Post-Weatherization Inspections

- 1) Contractor shall perform Post-Weatherization Inspections on 25 percent (25%) of the total weatherized dwellings under this Agreement. Post-Weatherization Inspections shall be proportional to the number of completed units for each reporting period.
- 2) Contractors shall give priority to inspecting dwellings receiving the following weatherization services/measures:

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- a. Combustion Appliance Safety Testing;
 - b. Blower Door Testing;
 - c. Ceiling Insulation; and
 - d. Minor Envelope Repairs.
- 3) Post-inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with weatherization guidelines. At a minimum, the post-inspection shall review the following:
- a. Weatherization Building Assessment and Job Checklist (CSD 540) or Contractor's equivalent to verify that all specified measures were accurately reported and invoiced to CSD;
 - b. All measures were completely installed in accordance with said terms and conditions of this Agreement. In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and/or the installation of a measure (nonfeasible measure) that may be in noncompliance with said standards and the terms and conditions of this Agreement;
 - c. Verification that the unit received blower door and duct leakage testing;
 - d. Inspection of all combustion appliances receiving combustion application safety testing; and
 - e. Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether preexisting or resulting from the performance of weatherization services, have been successfully remedied.
- 4) Contractor shall ensure that post-weatherization inspections are performed by trained staff successfully completing CSD Quality Assurance/Inspector Training, Basic Weatherization Training, Combustion Appliance Safety Training, Blower Door and Duct Diagnostic Training, and fully versed in CSD's policies, standards, and contractual requirements guiding weatherization measures services and installations and protocols for remediating hazardous conditions.

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- 5) Inspector shall certify performed Post Weatherization Inspections of dwelling units by completing and signing Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in client file.
- 6) Contractors shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Agreement. Exemptions to this requirement may be granted for agencies where it is economically challenging and/or operationally impractical to achieve the desired job separation between weatherization field staff. In order to receive an exemption, Contractor must submit a written request to CSD for review and approval. Contractor may have the same staff perform unit dwelling assessment and post-weatherization inspection activities.

C. Third-Party Inspections

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

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D. Noncompliance

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

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11. TRAINING REQUIREMENTS

- A. All training, as indicated by employee classification in ATTACHMENT I shall be provided through a CSD-approved training center utilizing CSD-approved training curriculum. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed.
- B. Training Provisions for New Staff of Contractor and Subcontractors with Prior CSD Experience Who Provide Basic Weatherization Services
 - 1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization pursuant to a CSD program.
 - 2) Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in EXHIBIT F, Section 1.D.
 - 3) Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, weatherize, or inspect a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.
 - 4) Within ninety (90) days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.
 - 5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.
 - 6) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.
 - 7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall

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receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training.

- 8) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

C. Training Provisions for Existing Staff of Contractor and Subcontractors With Prior CSD Experience Who Provide Basic Weatherization Services

- 1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in EXHIBIT F, Section 1.D.
- 2) By March 31, 2010, existing weatherization employees of Contractor and subcontractors shall receive the Worksite Safety, Environmental Hazards Awareness, and Lead-Safe Weatherization Training.
- 3) Within 90 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors that have completed the following classes at a CSD-approved training center prior to the dates listed below or for whom no training dates at a CSD-approved training center are recorded but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs shall be required to take and pass an online assessment test or receive the required CSD-approved trainings. Employees not completing the required diagnostic testing training or successfully test out of the training shall no longer be able to perform the diagnostic tests.
 - a. Basic Weatherization – November 2003
 - b. Duct Blaster – April 2006
 - c. Blower Door – April 2006
- 4) Within 120 days of the execution of this Agreement, existing weatherization employees of Contractor and subcontractors who perform the combustion appliance safety test and that have completed Combustion Appliance Safety Training through a CSD-approved training center prior

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to April 2006 or who have no training dates recorded shall receive Combustion Appliance Safety Training.

- a. Employees who received Combustion Appliance Safety Training prior to April 2006 through a CSD-approved training center can continue to perform the diagnostic testing; however, Contractor shall provide documentation verifying the past completion of the required training. Employees shall receive the training in order to continue performing the combustion appliance safety test after the required 120-day time period has lapsed or pass an online CAS test when it becomes available. Employees not completed the required CAS training or successfully test out of the training shall no longer be able to perform diagnostic tests.
 - b. Employees who have never received the Combustion Appliance Safety Training through a CSD-approved training center shall not perform the combustion appliance safety test until the required training is received.
- 5) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training.
 - 6) Within 120 days of the execution of this Agreement, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance/Inspector Training.
- D. Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in EXHIBIT F, ATTACHMENT III prior to commencing unit production work.
- E. Training Provisions for Staff of Subcontractors Who Provide Specialty Services
- All field employees of subcontractors who perform the of HVAC work for a Contractor are strongly encourage to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of the Contractor to perform all pre- and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.
- F. For weatherization and ECIP EHCS services performed on HUD units, all work crews of Contractor and subcontractor who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor

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and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Supervisor, it is not a substitute for the requirement of trained work crews.

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

- 1) Current CSD Conventional Home WIS Manual;
- 2) Current CSD Mobile Home WIS Manual;
- 3) CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- 4) Other applicable policies and procedures; and
- 5) Official Program Notices.

12. CONTRACTOR LICENSING.

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

13. SPECIAL LICENSING - WEATHERIZATION

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

14. LEVERAGING ACTIVITIES

A. Contractor is strongly encouraged to provide weatherization services to ECIP EHCS-serviced dwellings using LIHEAP, DOE, and/or utility-funded weatherization services excluding DOE ARRA.

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

15. RECORD-KEEPING RESPONSIBILITIES

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

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

- 1) For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600) and supporting documents;
- 2) Energy Intake Form (CSD 43 or 44) or Contractor's equivalent. Priority points must be written in the designated space on the Intake Form;

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- 3) Utility/energy bill(s) for all sources of energy used by qualified households;
- 4) Source documentation supporting eligibility; and
- 5) Client Education Confirmation of Receipt (CSD 321) or Contractor equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements.

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

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

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

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

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

- 1) Weatherization Building Assessment and Job Order Sheet (CSD 540) or Contractor's equivalent;
- 2) Combustion Appliance Safety Inspection Form (CASIF);
- 3) Blower Door and Duct Blaster Data Sheet (BDDDBDS);
- 4) CSD Hazardous Correction Work Plan (HCWP);
- 5) CSD Weatherization Deferral Form and other source documentation supporting deferrals and appeals;
- 6) Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent;

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- 7) ECIP Heating and Cooling Justification Form (CSD 57);
- 8) Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent;
- 9) Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent;
- 10) Service Agreement for Unoccupied Multi-Unit Dwelling, (CSD 515d) or Contractor's equivalent;
- 11) Contractor Post Weatherization Inspection Report (CSD 611);
- 12) Weatherization Inspection Report (WIR) (CSD 581);
- 13) Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent;
- 14) Required building permits, or building permit applications or documentation of permit cost; and a copy of the final permit with appropriate signatures;
- 15) Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1979 HUD units;
- 16) Waivers from CSD to exceed maximum costs of weatherization measures;
- 17) Source documentation that substantiates all actual labor hours and all costs for labor and materials;
- 18) Source documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;
- 19) Source documentation that substantiates the criteria and basis for replacement of all gas and electric appliances including results of all required diagnostic tests results and the nonfeasibility of all mandatory measures not performed or installed;
- 20) Source documentation indicating the manufacturer, manufacture date, make, and model of all replaced refrigerators;
- 21) Source documentation and records substantiating mileage claims by individual weatherized SFD and MUD Unit;

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- 22) Source documentation substantiating the referral to CSD or non-CSD weatherization programs for units receiving ECIP EHCS services;
- 23) Source documentation of HERS inspection;
- 24) Source documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster; and
- 25) All other documentation required by CSD Program Standards.

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

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

G. Weatherization and ECIP EHCS Specific

- 1) Labor and Materials
 - a. Contractor shall maintain source documentation in such a manner that include job references and total labor hours so that actual costs

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and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

- b. Contractor shall document all costs expended under this Agreement with purchase orders, inventory records, and payroll records identifying the funding source.
- c. Contractor shall maintain source documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD Weatherization Installation Standards and/or state, county, or local regulations.

2) Training

Contractor and subcontractors who perform weatherization and ECIP EHCS services are required to maintain a training log for current employees. The training log shall document for each employee all training received and shall include for each training session/course the source/location, type/content, and completion date. Such training log shall be maintained in the Contractor's file and shall be made available for review by CSD upon request.

3) Equipment

- a. Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.
- b. Contractor and subcontractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.
- c. Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

H. Automation

- 1) Contractor shall use an automated application system capable of supporting LIHEAP's data collection and reporting requirements. Contractor must use ServTraq, ServTraqLITE, or equivalent software

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database transfer method to transmit client data to CSD. No database transfer will be accepted prior to the completion of ServTraqLITE training or, for those using a stand-alone database application, successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's data entry standards. Contractor shall assure that adequate files are maintained as required in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 9., RECORD-KEEPING RESPONSIBILITIES."

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

16. ATTACHMENTS TO THE CONTRACT

The following documents are hereby attached to this Exhibit.

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

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DEFINITIONS

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

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

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

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

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

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

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

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors

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that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

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

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

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

CLASS: California LIHEAP Automated Services System.

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

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

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

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

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

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

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

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

Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

- a. Cold or hot weather related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or
- b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of two (2) square feet per room of interior surfaces, or twenty (20) square feet of exterior surface, or ten percent (10%) of a small component, e.g., window sill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the di minimis level would be six (6) square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Program Activities: Activities associated with the installation of measures in dwellings to include labor, materials, subcontractors, and lead-safe weatherization materials.

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

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dwellings, reduce the occupant's total residential energy expenditures, and improve their health and safety.

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

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

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

Elderly: An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact fluorescent lamps and fixtures and replacement of older and inefficient refrigerators.

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

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

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

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

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

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

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

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

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

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

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

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. General Heat Waste Measures include: evaporative cooler covers and air conditioner vent covers, hot water flow restrictors and low-flow showerheads, water heater blankets, and water heater pipe wrap.

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

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation. A malfunctioning HVAC appliance shall be examined by a qualified technician (i.e., C-20 HVAC contractor, or utility company gas service technician). Work shall be performed by a person licensed to perform such work. Special licensing may be required for the installation and/or repair of Evaporative Cooler, Air Conditioning, Gas and Electric Water Heaters, and HVAC systems if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations.

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

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

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2005 Building Energy Efficiency Standards.

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

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no

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longer cost effective to proceed. Infiltration reduction is best accomplished with blower door technology.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Consideration and Nonconsideration program activity under this Agreement.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

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

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

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

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

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

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

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

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

- a. Blower-door-identified infiltration repairs;
- b. Combustion air venting;
- c. Cover plate replacements;
- d. Exhaust fan repair or replacement;
- e. Floor repair for mobile home water heater;
- f. Knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection per the CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- g. Minor roof repairs and materials used to protect the materials installed from the weather;
- h. Mobile home skirting repairs to prevent animal infiltration;

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- i. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers); and
- j. Range hood damper and fireplace chimney damper repair or installation.
- k. Exclusions:
 - i. Air conditioner and/or furnace cleaning and filter replacement;
 - ii. Entrance door modification, repair, adjustments, and/or replacement and attendant hardware into conditioned areas including frames, thresholds, and doorstops.
 - iii. Kitchen cabinet repairs and retrofits that are not associated with the replacement of a range, cook top, or previously installed microwave;
 - iv. Kitchen exhaust systems;
 - v. Repairs to the dwelling that do not contribute to sealing of the building envelope, including, but not limited to, handicap ramps and major roof repairs or sealment;
 - vi. Sliding glass door repair and replacement;
 - vii. Window and glass repair and replacement;
 - viii. Any other measure that has a chargeable line item.

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

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

Multi Unit Dwellings: Defined as residential dwelling structures containing more than one residential unit, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and blower door diagnostics, Multi-Unit Dwellings are defined multi-unit dwellings, e.g., apartments with five or more attached residential units.

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

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

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

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

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

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

Precertified Contractor: LIHEAP contractors who are approved to use the database transfer method to electronically transmit data from their local database to the CLASS System for the term of this Agreement. To become precertified, contractors must: (1) submit to CSD by November 15 a letter stating their intent to use the database transfer method; and (2) pass CSD's certification test by December 15.

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Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 §§ USC 8621 et seq., as amended.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD Inspection Policies and Procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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