

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



ITEM: 3.25  
(ID # 30515)

**MEETING DATE:**  
Tuesday, June 23, 2026

**FROM :** HOUSING AND WORKFORCE SOLUTIONS

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS/COMMUNITY ACTION PARTNERSHIP (HWS/CAP): Receive and File the Department of Energy Weatherization Assistance Program Infrastructure Investment and Jobs Act (DOE IIJA) Funding Agreement No. 22P-7020, and Amendments Thereto, in the Amount of \$5,729,909 from the State of California's Department of Community Services and Development (CSD) to Provide Weatherization Services for Community Action Partnership (CAP) Clients throughout Riverside County; All Districts. [\$5,729,909 - 100% State of California Department of Community Services and Development Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Receive and file the Department of Energy (DOE) Weatherization Assistance Program Infrastructure Investment and Jobs Act (IIJA) Funding Agreement No. 22P-7020, Amendment No. 1, Amendment No. 2, and Amendment No. 3 (collectively, the Agreement) for a total award amount of \$5,729,909, from the State of California Department of Community Services and Development (CSD), pursuant to Resolution No. 2020-166 granting delegated authority to the Director of Housing and Workforce Solutions (HWS) to apply for and accept DOE IIJA funds for Weatherization Services on behalf of the County of Riverside;

Continued on page 2

**ACTION:Policy**


  
Michael A. Weber, Assistant Director of Housing & Workforce Solution 5/18/2026

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Medina and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: June 23, 2026  
xc: HWS/CAP

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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**RECOMMENDED MOTION:** That the Board of Supervisors:

2. Authorize the Director of HWS, or designee, to execute agreements with contractors listed in Attachment E RFQu-CAARC-0069 DOE IIJA Prequalified Contractors, to conduct weatherization services from July 1, 2026 through June 30, 2027, with the option to renew annually up to two (2) additional years by written amendments, based on funding and as approved as to form by County Counsel;
3. Direct the Purchasing Agent, or designee to issue Purchase Orders for goods and/or services that do not exceed the total Agreement amount of \$5,729,909; and
4. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Agreement, including, but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; (b) signing any necessary agreement(s) and/or MOU(s), and (c) negotiating, signing and implementing any amendments to any agreement(s) or MOU(s), including but not limited to, contracts with any vendors or subcontractors selected by HWS and any agreements or amendments that result in amendments to period of performance or a disbursement of, or an increase in, any funds awarded to CAP from CSD, subject to approval as to form by County Counsel.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$716,239	\$1,671,223	\$5,729,909	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% State Funding			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 25/26 to 28/29	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On November 15, 2021, President Biden signed the Department of Energy (DOE) Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117-58), also known as the Bipartisan Infrastructure Law (DOE IIJA). This funding represents an expansion of the DOE Weatherization Assistance Program (DOE WAP) to support local weatherization efforts nationwide.

DOE IIJA funds are designated to improve home energy efficiency, reduce energy costs, and enhance the health and safety of vulnerable residents living in older or energy-inefficient housing. Weatherization services funded through this allocation are available to eligible low-income households, and prioritize affordable housing properties, low-income seniors, individuals with disabilities, and families with children aged five and under. Weatherization services may include energy audits, installation of energy-saving measures, and health and safety improvements in accordance with DOE program guidelines.

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The California Department of Community Services and Development (CSD) administers the allocation of DOE IIJA funding to Community Action Agencies within the State of California. Funding is allocated and awarded based on population size.

The Community Action Partnership (HWS-CAP) division of Riverside County Department of Housing and Workforce Solutions (HWS) received DOE WAP IIJA funding from CSD via Agreement No. 22P-7020 in the amount of \$6,312,214, with a period of performance from June 1, 2023 through June 30, 2027.

Following receipt of the award, HWS-CAP initiated the federally required program ramp-up period that included staffing, contractor procurement, training, and other compliance activities necessary for DOE implementation. This ramp-up phase has now been completed, and HWS-CAP has begun active unit production, as reflected in Amendment No. 1.

As part of the statewide administration of IIJA funds, CSD issued Amendment No. 2, which increased the County's agreement amount to \$7,639,879 and extended the period of performance through June 30, 2029. This adjustment was initiated by the State as part of a broader DOE funding statewide realignment and was not requested by the County. During follow-up discussions with CSD, HWS-CAP informed CSD that due to the federally required ramp-up period, reductions in complementary and necessary funding sources that are braided with IIJA (e.g. Low Income Home Energy Assistance Program) to support operations, and contractor capacity constraints, the additional funding provided through Amendment No. 2 could not be fully expended within the allotted timeframe. To ensure full compliance with federal spending deadlines and to support CSD's overall DOE production targets, HWS-CAP requested that the agreement amount and production metrics be adjusted to reflect realistic operational capacity. CSD subsequently reduced the total awarded amount to \$ 5,729,909 as reflected in Amendment No. 3.

The \$1,909,970 in reduced HWS-CAP funding has been reallocated to other Community Action Agencies with immediate operational capacity to allow the State of California to meet its program obligations and maintain eligibility for the subsequent tranches of DOE IIJA weatherization funding available through 2029.

**Estimated Costs Per Fiscal Year**

FY 25/26	\$716,239	Expended
FY 26/27	\$1,671,223	Available
FY 27/28	\$1,671,223	Available
FY 28/29	\$1,671,224	Available
<b>TOTAL</b>	<b>\$5,729,909</b>	

**Impact on Residents and Businesses**

There is no negative impact on residents and business in the County of Riverside. Low-income residents of Riverside County will have access to critical weatherization services through

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funding provided by the DOE IIJA grant. These services will increase the effectiveness of a dwelling's insulation and HVAC equipment and reduce overall energy bills.

**Contract History and Price Reasonableness**

The County of Riverside Purchasing and Fleet Services, on behalf of HWS CAP, issued a Request for Qualifications (RFQu) CAARC-0069 and posted publicly on publicpurchase.com on March 26, 2026. The County received five submittals for prequalification review. CAP selected four (4) contractors for contract award as they met the required qualifications and complied with the pricing standards established by CSD under applicable State and Federal regulations. CAP is still in negotiation with the fifth company that submitted the Prequalification packet over the established pricing matrix set by CSD.

The total dollar amount of the agreements with the contractors is not a guarantee of payment amount. The total dollar amount is a Not to Exceed maximum amount that is available per contractor for performing billable work under the CSD contract. Any unspent contract amount will be carried forward to the next fiscal year, pursuant to the terms of the funding source.

**ATTACHMENTS**

- DOE IIJA 22P-7020 Standard Agreement
- DOE IIJA 22P-7020 Amendment No. 1
- DOE IIJA 22P-7020 Amendment No. 2
- DOE IIJA 22P-70-20 Amendment No. 3
- RFQu-CAARC-0069 DOE IIJA Prequalified Contractors

*Melissa Curtis*  
Melissa Curtis, Deputy Director of Purchasing and Fleet

5/28/2026

*Stacey Pena*  
Stacey Pena, EO Management Analyst

6/9/2026

*Aaron Gettis*  
Aaron Gettis, Chief Deputy County Counsel

6/3/2026



DAVID SCRIBNER  
DIRECTOR

State of California-Health and Human Services Agency  
**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**  
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833  
Telephone: (916) 576-7109 | Fax: (916) 263-1406  
[www.csd.ca.gov](http://www.csd.ca.gov)



GAVIN NEWSOM  
GOVERNOR

Dear Executive Director:

The purpose of this letter is to provide you with information regarding your agency's Bipartisan Infrastructure Law (BIL) Department of Energy (DOE) Weatherization Assistance Program (WAP) initial contract. California's total BIL DOE WAP grant award is \$125,309,027 and the contract provides an initial release of \$16,402,076 in grant funds to local agencies.

The contract provides funding to support local agency ramp-up and capacity to effectuate successful administration of BIL DOE grant funds and services at the local level. The term of the contract is June 1, 2023, through June 30, 2027; however, ramp-up and capacity activities and related expenditures are limited to the three-month ramp-up performance period of June 1, 2023 and August 31, 2023. During the three-month ramp-up performance period, local agencies are prohibited from engaging in any form of direct weatherization service activities. CSD will amend the contract to incorporate additional contract provisions and funding allowing local service providers to commence additional grant administration activities, including direct weatherization activities and service delivery.

During the Draft BIL DOE WAP Contract comment period, agencies provided several comments prompting CSD to make several changes to draft contract provisions. The following summarizes key contract language changes:

- Language related to the term "grantee" was updated to demarcate between DOE, CSD, and agencies more succinctly.
- Service Priority Guidelines updated since no direct services are permitted.

As previously noted, direct weatherization service activities are not permitted during the ramp-up period. However, local agencies should remain mindful that Program Costs related to direct services, such as vehicle/equipment purchases, are cost factors of an agency's overall Contractor Average Cost Per Unit (Contractor ACPU) computation. Therefore, agencies should take appropriate measures to ensure ramp-up investments within Program Costs categories do not result in the exceeding of the Contractor ACPU of \$8,009 at the conclusion of the BIL DOE Contract period.

Please refer to the attached Allocation Spreadsheet for allowable expenditure categories and amounts covered by this BIL DOE WAP Contract Ramp-Up Period. Attached is a contract checklist and other information needed for the execution of the

contract. Please pay particular attention to the BIL DOE Ramp-Up Plan. CSD must receive the Ramp-Up Plan fifteen days after execution. Please note that CSD must formally approve an agency's BIL DOE WAP Ramp-Up Plan before an agency is reimbursed for any expenditures related to this BIL DOE WAP contract.

The contract packets must be completed and returned to CSD within 30 calendar days from the date of this letter for private nonprofit agencies and 45 calendar days for public agencies.

CSD will release Draft BIL DOE WAP Contract Production Amendment language for comment during the Summer of 2023. After the finalization of this language and the release of this amendment, agencies will be able to access the next 35 percent of the BIL DOE WAP allocation.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Scribner', is displayed on a light green rectangular background.

DAVID SCRIBNER, ESQ.  
Director

Attachments

## BIL DOE WAP Contract (Ramp-Up Period) Checklist Effective June 1, 2023

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### **General Comments and Requirements:**

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

### **Contract Packet:**

**The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:**

- Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- Federal Funding Accountability and Transparency Act (FFATA) Form
- Lobbying Form
- Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- Board resolution (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

### **Programmatic Contract Requirements (as applicable):**

- BIL DOE WAP Weatherization Budget form (CSD 570b)
- BIL DOE WAP Ramp-Up Plan
- If applicable, CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit to [EARS.Reports@CSD.CA.GOV](mailto:EARS.Reports@CSD.CA.GOV)
- If applicable, submit a Request for Expedite Payments form (CSD 475) and required payment. As a reminder, the State Controller's Office takes three weeks to process contracts. If your agency is interested in having your WCA expedited once the 3-week timeframe has elapsed, please send in the above referenced form.

**Please return both completed contract packets within 30 days (45 days for public agencies) to:**

Contract Services Unit  
Department of Community Services and Development  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833-4246

State of California  
 Department of Community Services and Development  
 2022 DOE BIL Allocation  
 Administration and Training & Technical Assistance

# ALLOCATION SPREADSHEET

		FUNDS AUTHORIZED FOR RAMP-UP & BUDGETING					
Agency	Service Area	Contract Number	Allowable Admin	Allowable T&TA	Ramp-Up Activities	Total Allocation	
1	Spectrum Community Services, Inc.	Alameda	22P-7001	16,474	26,845	148,350	191,669
2	Amador-Tuolumne CAA	Amador, Calaveras, Tuolumne, Alpine, Mono	22P-7002	12,098	19,714	108,944	140,756
3	CAA of Butte County, Inc.	Butte	22P-7003	21,848	35,603	196,748	254,199
4	Glenn County Community Action Department	Colusa, Glenn, Trinity	22P-7004	4,805	7,830	43,266	55,901
5	Contra Costa Employment & Human Services Dept/CSB	Contra Costa	22P-7005	33,713	54,938	303,592	392,243
6	Del Norte Senior Center, Inc.	Del Norte	22P-7006	6,645	10,829	59,841	77,315
7	Fresno County Economic Opportunities Commission	Fresno	22P-7007	77,782	126,753	700,454	904,989
8	Redwood CAA	Humboldt, Modoc	22P-7008	6,446	10,505	58,049	75,000
9	Campeños Unidos, Inc.	Imperial, San Diego - Area A	22P-7009	50,109	81,657	451,249	583,015
10	Community Action Partnership of Kern	Kern	22P-7010	38,677	63,027	348,296	450,000
11	Kings Community Action Organization, Inc.	Kings	22P-7011	9,613	15,666	86,569	111,848
12	North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma,	22P-7012	67,845	110,560	610,964	789,369
13	Maravilla Foundation	Los Angeles - Area A, Ventura	22P-7013	147,147	239,797	1,325,147	1,712,091
14	Pacific Asian Consortium in Employment	Los Angeles - Area B	22P-7014	89,435	145,743	805,389	1,040,567
15	Long Beach Community Action Partnership	Los Angeles - Area C	22P-7015	78,025	127,149	702,642	907,816
16	Merced County CAA	Merced, Madera, Mariposa	22P-7016	33,929	55,291	305,543	394,763
17	Community Action Partnership of Orange County	Orange	22P-7017	51,895	84,568	467,334	603,797
18	Project GO, Inc.	El Dorado, Nevada, Placer	22P-7018	46,077	75,087	414,939	536,103
19	Plumas Co. Community Development Commission	Plumas, Sierra, Lassen	22P-7019	0	0	0	0
20	Community Action Partnership of Riverside County	Riverside	22P-7020	81,378	132,614	732,840	946,832
21	Community Resource Project, Inc.	Sacramento, San Joaquin, Sutter, Yuba	22P-7021	110,335	179,801	993,602	1,283,738
22	Community Action Partnership of San Bernardino County	San Bernardino, Inyo	22P-7022	81,079	132,126	730,140	943,345
23	Metropolitan Area Advisory Committee	San Diego - Area B	22P-7023	19,952	32,513	179,671	232,136
24	Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo	22P-7024	10,124	16,497	91,166	117,787
25	Community Action Commission of Santa Barbara County	Santa Barbara	22P-7025	2,578	4,202	23,220	30,000
26	Central Coast Energy Services, Inc.	Santa Cruz, Monterey, San Benito, San Mateo, Santa Clara, Marin, and San Francisco	22P-7026	117,767	191,912	1,060,528	1,370,207
27	Self-Help Home Improvement Project, Inc.	Shasta, Tehama	22P-7027	23,996	39,104	216,090	279,190
28	Great Northern Services	Siskiyou	22P-7028	9,025	14,706	81,269	105,000
29	Central Valley Opportunity Center, Incorporated	Stanislaus	22P-7029	32,354	52,724	291,359	376,437
30	Community Services & Employment Training, Inc.	Tulare	22P-7030	40,379	65,801	363,626	469,806
	TBD	TBD		88,196	143,724	794,237	1,026,157
TOTAL				1,409,726	2,297,286	12,695,064	16,402,076

State of California  
 Department of Community Services and Development  
 2022 DOE BIL Allocation  
 Administration and Training & Technical Assistance

# ALLOCATION SPREADSHEET

INITIAL CONTRACT RELEASE --- (100% PLANNED IF PRODUCTION GOALS ARE MET)									
Agency	Service Area	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Estimated Program*	Estimated H&S**	Total Allocation	
1	Spectrum Community Services, Inc.	Alameda	22P-7001	100	109,824	178,968	800,900	188,100	1,277,792
2	Amador-Tuolumne CAA	Amador, Calaveras, Tuolumne, Alpine, Mono	22P-7002	73	80,651	131,429	584,657	141,635	938,372
3	CAA of Butte County, Inc.	Butte	22P-7003	132	145,653	237,355	1,057,188	254,464	1,694,660
4	Glenn County Community Action Department	Colusa, Glenn, Trinity	22P-7004	29	32,031	52,197	232,261	56,185	372,674
5	Contra Costa Employment & Human Services Dept/CSB	Contra Costa	22P-7005	204	224,750	366,252	1,633,836	390,116	2,614,954
6	Del Norte Senior Center, Inc.	Del Norte	22P-7006	40	44,300	72,192	320,360	78,579	515,431
7	Fresno County Economic Opportunities Commission	Fresno	22P-7007	469	518,547	845,023	3,756,221	913,471	6,033,262
8	Redwood CAA	Humboldt, Modoc	22P-7008	39	42,974	70,030	312,351	74,645	500,000
9	Campeños Unidos, Inc.	Imperial, San Diego - Area A	22P-7009	303	334,060	544,383	2,426,727	581,595	3,886,765
10	Community Action Partnership of Kern	Kern	22P-7010	235	257,844	420,182	1,882,115	439,859	3,000,000
11	Kings Community Action Organization, Inc.	Kings	22P-7011	58	64,087	104,437	464,522	112,606	745,652
12	North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma,	22P-7012	410	452,298	737,064	3,283,690	789,407	5,262,459
13	Maravilla Foundation	Los Angeles - Area A, Ventura	22P-7013	888	981,005	1,598,644	7,111,992	1,722,303	11,413,944
14	Pacific Asian Consortium in Employment	Los Angeles - Area B	22P-7014	540	596,231	971,616	4,324,860	1,044,404	6,937,111
15	Long Beach Community Action Partnership	Los Angeles - Area C	22P-7015	471	520,167	847,663	3,772,239	912,040	6,052,109
16	Merced County CAA	Merced, Madera, Mariposa	22P-7016	205	226,194	368,605	1,641,845	395,106	2,631,750
17	Community Action Partnership of Orange County	Orange	22P-7017	314	345,968	563,789	2,514,826	600,733	4,025,316
18	Project GO, Inc.	El Dorado, Nevada, Placer	22P-7018	278	307,180	500,580	2,226,502	539,761	3,574,023
19	Plumas Co. Community Development Commission	Plumas, Sierra, Lassen	22P-7019	0	0	0	0	0	0
20	Community Action Partnership of Riverside County	Riverside	22P-7020	492	542,523	884,093	3,940,428	945,170	6,312,214
21	Community Resource Project, Inc.	Sacramento, San Joaquin, Sutter, Yuba	22P-7021	667	735,565	1,198,675	5,342,003	1,282,011	8,558,254
22	Community Action Partnership of San Bernardino County	San Bernardino, Inyo	22P-7022	490	540,525	880,837	3,924,410	943,197	6,288,969
23	Metropolitan Area Advisory Committee	San Diego - Area B	22P-7023	121	133,011	216,755	969,089	228,721	1,547,576
24	Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo	22P-7024	61	67,490	109,982	488,549	119,224	785,245
25	Community Action Commission of Santa Barbara County	Santa Barbara	22P-7025	15	17,190	28,012	120,135	34,663	200,000
26	Central Coast Energy Services, Inc.	Santa Cruz, Monterey, San Benito, San Mateo, Santa Clara, Marin, and San Francisco	22P-7026	712	785,111	1,279,414	5,702,408	1,367,781	9,134,714
27	Self-Help Home Improvement Project, Inc.	Shasta, Tehama	22P-7027	145	159,972	260,690	1,161,305	279,298	1,861,265
28	Great Northern Services	Siskiyou	22P-7028	55	60,164	98,042	440,495	101,299	700,000
29	Central Valley Opportunity Center, Incorporated	Stanislaus	22P-7029	195	215,694	351,493	1,561,755	380,638	2,509,580
30	Community Services & Employment Training, Inc.	Tulare	22P-7030	245	269,193	438,676	1,962,205	461,965	3,132,039
	TBD	TBD		533	587,975	958,162	4,268,797	1,026,112	6,841,046
TOTAL				8,519	9,398,177	15,315,240	68,228,671	16,405,088	109,347,176

\*Estimated Program derived by multiplying the Estimated Units by the maximum Average Cost Per Unit (ACPU) of \$8,009.  
 \*\*Estimated H&S is just the remaining balance after subtracting Allowable Admin, Allowable T&TA and Estimated Program.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

<b>STANDARD AGREEMENT</b> STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER <b>22P-7020</b>	PURCHASING AUTHORITY NUMBER (if applicable)
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- This Agreement is entered into between the Contracting Agency and the Contractor named below  
 CONTRACTING AGENCY NAME  
**Department of Community Services and Development**  
 CONTRACTOR NAME  
**Community Action Partnership of Riverside County**
- The term of this Agreement is: **June 1, 2023 through June 30, 2027**
- The maximum amount of this Agreement is: **Total \$6,312,214.00**
- The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:  
 Preamble  
 Article 1 - Scope of Work  
 Article 2 - Contract Administration and Procedure  
 Article 3 - Contract Changes  
 Article 4 - Administrative Policies and Procedures  
 Article 5 - Administrative and Program Expenditures Requirement  
 Article 6 - Reporting Policies and Procedures  
 Article 7 - Program Policies and Procedures  
 Article 8 - Program Implementation  
 Article 9 - Training, Licensing, and Certifications  
 Article 10 - Compliance Policies and Procedures  
 Article 11 - Federal and State Policy Provisions  
 Article 12 - General Terms and Conditions GTC 04/2017  
 Article 13 - Definitions  
 Article 14 - Table of Forms and Documents Incorporated by Reference
 

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**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO**

<b>CONTRACTOR</b>				<b>California Department of General Services Approval (or exemption, if applicable)</b>	
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>Community Action Partnership of Riverside County</b>					
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 1325 Spruce Street, Suite 400, Riverside, CA 92507					
PRINTED NAME OF PERSON SIGNING <b>Heidi Marshall</b>			TITLE <b>Director</b>		
CONTRACTOR AUTHORIZED SIGNATURE <i>DocuSigned by: Heidi Marshall</i> <small>201F3596E02E493...</small>			DATE SIGNED <b>7/24/2023</b>		
<b>STATE OF CALIFORNIA</b>					
CONTRACTING AGENCY NAME <b>Department of Community Services and Development</b>					
CONTRACTING AGENCY ADDRESS <b>2389 Gateway Oaks Drive, Suite 100</b>		CITY <b>Sacramento</b>	STATE <b>CA</b>	ZIP <b>95833</b>	
PRINTED NAME OF PERSON SIGNING <b>Chris Vail</b>		TITLE <b>Chief Financial Officer</b>			
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>DocuSigned by: CV</i> <small>7638DB763224437...</small>			DATE SIGNED <b>8/1/2023</b>		

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

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

**PROGRAM:** 2022 Bipartisan Infrastructure Law (BIL) Department of Energy Weatherization Assistance Program

**PERIOD:** June 1, 2023 through June 30, 2027

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

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

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

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

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

Director

**Title**

CAP Riverside County

**Agency/Organization**

DocuSigned by:

*Heidi Marshall*

201F3990E02E493...

**Signature**

7/24/2023

**Date**

**DISCLOSURE OF LOBBYING ACTIVITIES**Approved by OMB  
0348-0046Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

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

**DISCLOSURE OF LOBBYING ACTIVITIES**  
CONTINUATION SHEET

Approved by OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Department of Community Services and Development  
CSD 279 (Rev. 4/2022)

**Community Services and Development  
Federal Funding Accountability and Transparency Act Report Form**

## Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

**Department of Energy Weatherization Assistance Program:** Wx@csd.ca.gov

**Community Services Block Grant:** csbg.div@csd.ca.gov

**Low Income Home Energy Assistance Program:** Wx@csd.ca.gov

### AGENCY/SUB-AWARDEE INFORMATION

Agency Name	Community Action Partnership of Riverside County	
Program Type (Check One)	<input type="checkbox"/> CSBG <input type="checkbox"/> LIHEAP <input type="checkbox"/> DOE WAP <input checked="" type="checkbox"/> OTHER <u>BIL DOE</u>	
Contract Number	22P-7020	
Performance Period(s) (mm/dd/yy - mm/dd/yy)	06/01/23 - 06/30/27	
Agency Unique Entity ID (SAM.gov) <b>NEW</b>	E4E9EB8KFC15	
Agency Primary Contact Information ( <i>person responsible for completing this form</i> )	Name:	George Eliseo
	Title:	Contracts & Grants Analyst
	E-Mail:	gceliseo@rivco.org
	Phone:	951-955-6405
Location of Agency	Mailing Address:	2038 Iowa Ave. Suite B102 Riverside
	State:	CA
	Zip + 4 Digits (+4 digit is required)	92507-2412
	U.S. Congressional District:	39
	State Assembly District:	60
	State Senate District:	31

Department of Community Services and Development  
CSD 279 (Rev. 4/2022)

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Mailing Address:	
	State:	
	Zip + 4 Digits <b>(+4 digit is required)</b>	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	<i>(If YES, continue to the next question. If NO, you are now finished completing this form.)</i>	
	Does your agency's total annual federal funding exceed \$25 million? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	<i>(If YES, continue to the next question. If NO, you are now finished completing this form.)</i>	
Five Highest Compensated Executives/Employees	Is your agency one of the entities described below? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	<ul style="list-style-type: none"> <li>▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS).</li> <li>▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).</li> </ul>	
	<i>(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)</i>	
	Name	
Compensation		
Name		
Compensation		
Name		
Compensation		
Name		
Compensation		
Name		
Compensation		

Department of Community Services and Development  
CSD 279 (Rev. 4/2022)

## Description of Information Requested

### Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

### Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

- a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than \$25 million annually; and
- b) Compensation information is not readily available through reporting to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR

Part 170 for exemption criteria. <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf>

## Additional Resources

<b>Unique Entity ID (UEI Number)</b>	
<p>On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.</p>	<p><a href="https://sam.gov/content/home">https://sam.gov/content/home</a> <a href="https://gsa.gov/entityid">https://gsa.gov/entityid</a></p>
<b>Zip Code + 4 Digit Zip</b>	
<p>Use the United States Postal Service website to identify your +4 digit zip</p>	<p><a href="https://tools.usps.com/go/ZipLookupAction!input.action">https://tools.usps.com/go/ZipLookupAction!input.action</a></p>
<b>Congressional District</b>	
<p>Use the following sites to identify your congressional district</p>	
<p>U.S. Congressional District</p>	<p><a href="http://www.house.gov/representatives/find/">http://www.house.gov/representatives/find/</a></p>
<p>State Assembly and Senate District</p>	<p><a href="http://findyourrep.legislature.ca.gov/">http://findyourrep.legislature.ca.gov/</a></p>
<b>Reporting Requirement Regulations</b>	
<p>The Federal Funding Accountability and Transparency Act of 2006</p>	<p><a href="http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm">http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm</a></p>
<p>FFATA Subaward Reporting System (FSRS) website</p>	<p><a href="https://www.fsr.gov/">https://www.fsr.gov/</a></p>

**BIL DOE WAP**  
**Standard Agreement – Ramp-Up**

**PREAMBLE**

This subvention contract, for the implementation of the U.S. Department of Energy (DOE) Bipartisan Infrastructure Law (BIL) Weatherization Assistance Program (WAP) for program years 2023 to 2027 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD” or “Department”) and the contractor named on Form STD. 213, the face sheet of this document (“Contractor”) (collectively, the Parties), and shall be enforceable on the date last signed.

**RECITALS**

**WHEREAS:**

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (Public Law (Pub. L.) 117-58), also referred to as the Bipartisan Infrastructure Law (“BIL”). Among other provisions, the BIL increases DOE funding for local weatherization efforts;

Title V, the BIL, Funding for Energy Efficiency and Building Infrastructure, provides \$3.5 billion in supplemental funding for WAP, an existing federal program;

Title IV, the Energy Conservation and Production Act, as amended, authorizes the DOE to administer WAP (42 USC § 6861 et seq.);

The BIL amends the current DOE WAP statute for the supplemental grant program (BIL WAP) by applying wage requirements of section 41101 to work performed on multifamily buildings with not fewer than 5 units. The BIL also contains “flow-down requirements” which apply to BIL WAP, including the Davis-Bacon prevailing wage, Buy American, National Historic Preservation Act, and National Environmental Policy Act (NEPA) requirements. Additional direction from the DOE is forthcoming regarding these requirements; and

Based on the urgency of the economic conditions, and the expenditure timeframes, the DOE expects CSD to develop and implement a production plan over the first 18 months to prepare for meeting BIL WAP goals and expectations. In light of this urgency, some of the requirements and elements of the subject program have not been fully elaborated by the Federal Government and, as a consequence, the needed enabling measures and actions by the State of California are in preliminary form.

Now, therefore, in consideration of the facts stated above, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, the Parties agree as follows:

- A. That the Parties shall be guided by and subject to the provisions of BIL, BIL-related legislation, and all Federal and State laws, regulations, directives, guidance, and circulars issued for the purpose of implementing the BIL DOE WAP (hereinafter “BIL WAP”),

**BIL DOE WAP**  
**Standard Agreement – Ramp-Up**

including but not limited to forthcoming DOE Weatherization Program Notices (WPNs) and Memoranda;

- B. Because some requirements of the BIL WAP lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like, CSD shall provide Contractor with specific BIL WAP requirements as they are issued or are otherwise made available to CSD by the Federal Government, which requirements shall be binding on the Contractor as a condition of the Contractor's participation in, and receipt of funds under the BIL WAP, PROVIDED:

1. That such additional requirements shall be issued by CSD in writing in the form of BIL WAP program guidance, bulletins and/or directives;
2. That such additional requirements shall be issued by CSD in most timely and expeditious manner practicable;
3. That such additional requirements shall be reasonably necessary for the Parties' administration of BIL WAP and to realize the purposes of the BIL;
4. That major and material changes in the BIL WAP and/or BIL WAP requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their contractual obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
5. That the Parties' failure to execute a mutually acceptable amendment, as contemplated in subparagraph B., 4) above, within a reasonable period of time, given the exigencies of the BIL WAP, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
6. That upon CSD's good faith determination, delivered to the Contractor by written notice, that agreement between the Parties to any necessary amendment as contemplated in subparagraph B., 4) above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under Federal and State law.

- C. That the Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to the Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of BIL WAP and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above, to include, but not be limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with the BIL WAP. Should the Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to CSD as soon as practicable.

**BIL DOE WAP**  
**Standard Agreement – Ramp-Up**

**ARTICLE 1 - SCOPE OF WORK**

**1.1. General**

- 1.1.1. The Department of Energy (DOE) Weatherization Assistance Program (WAP) has received an additional allocation under the provisions of the Infrastructure Investment and Jobs Act, referred to as the Bipartisan Infrastructure Law (“BIL”), and is subject to the guidance, directives and applicable laws and regulations of the Federal Government and the State of California. Contractor agrees to provide weatherization assistance services pursuant to the BIL WAP to eligible participants residing in the service area described in Section 1.2, in accordance with all applicable federal and state statutes and regulations.
- 1.1.2. The BIL WAP Catalog of Federal Domestic Assistance number is 81.042. The award is fully funded through the United States Department of Energy.
- 1.1.3. Title IV, Energy Conservation and Production Act (ECPA), as amended, authorizes the DOE to administer the WAP (42 USC § 6861 et seq.). All awards made under this Program shall comply with applicable laws and regulations including, but not limited to, the Code of Federal Regulations (CFR) at 10 CFR Part 440, DOE Financial Assistance Rules at 2 CFR Part 200, and the BIL.

**1.2. Service Area**

- 1.2.1. Contractor shall perform services in the Service Territory as listed on CSD’s Local Agencies Portal (LAP) at the following:  
<https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.
- 1.2.2. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes Listing on the LAP to determine the zip codes for their respective service area.

**1.3. Term and Amount**

- 1.3.1. Term. The term shall be as specified on the face sheet (Form STD 213) of this Agreement and is divided into two periods:
  - 1.3.1.1. **Ramp-Up Period.** During the Ramp-Up Period from June 1, 2023 – August 31, 2023, Contractor shall conduct activities consistent with its approved Ramp-Up Plan, as specified in Section 1.3.1.1.1 of this Agreement, to prepare for the provision of weatherization services during the Production Period. Contractor is eligible to receive up to 15% of its total allocation during the Ramp-Up Period.

**BIL DOE WAP**  
**Standard Agreement – Ramp-Up**

- 1.3.1.1.1. As further described in Section 5, Article 4, the scope of work for the Ramp-Up Period includes Outreach, Client Education/Counseling Services, Training and Technical Assistance, and procurement of vehicles, field equipment and subcontractor services, consistent with Contractor's Ramp-Up Plan. **Intake and Direct Program Activities (e.g., weatherization services) are not allowed and shall not be reimbursed under during the Ramp-Up Period.**
- 1.3.1.1.2. Upon CSD's determination that Contractor met the minimum requirements set forth in its Ramp-Up Plan, Contractor will be eligible to proceed to the Production Period – Phase 1. Ramp-Up Plan activities may continue after August 31, 2023, based on operational need, and as determined by CSD and Contractor.
- 1.3.1.2. **Production Period.** Contractor may begin providing weatherization activities during the Production Period. Allowable activities include Administrative, Training and Technical Assistance, and Program Operations as referenced in Article 5.
  - 1.3.1.2.1. CSD will amend this Agreement to establish the requirements for the Production Period, consistent with DOE guidance.
  - 1.3.1.2.2. Contractor will be eligible to receive allocations during certain Phases of the Production Period once CSD determines Contractor has met the minimum requirements/benchmarks corresponding to that Period and Phase, and upon CSD receipt of DOE funding corresponding with that Phase, as described below.
    - 1.3.1.2.2.1. Phase 1 Benchmarks (September 1, 2023 – November 30, 2024): Contractor is eligible to receive up to 35% of its allocation (in addition to the 15% during the Ramp-Up Period, for a total of 50% of its allocation). Contractor must complete 30% of its total estimated units and expend at least 30% of its total allocation by the end of Phase 1.
    - 1.3.1.2.2.2. Phase 2 Benchmarks (December 1, 2024 – August 31, 2025): Contractor must complete 40% of its total estimated units and expend at least 40% of its total allocation. In addition, Contractor must complete and receive CSD approval for its BIL WAP Production Plan and complete any remaining Ramp-Up Plan activities prior to entering Phase 3. CSD approval, contingent upon Contractor's satisfaction of Phase 2 benchmarks and receipt of funds from DOE, is required before Contractor is eligible to receive the remainder of its allocation and enter Phase 3.

**BIL DOE WAP  
Standard Agreement – Ramp-Up**

- 1.3.1.2.2.3. Phase 3 Benchmarks (September 1, 2025 – August 31, 2027): Contractor is eligible to receive its full allocation. Contractor shall expend its full allocation and meet the benchmarks in its BIL WAP Production Plan by the end of Phase 3.

<b>Period</b>	<b>Dates</b>	<b>Allocation</b>	<b>Minimum Benchmarks</b>
Ramp-Up Period	June 1, 2023, through August 31, 2023	15%	Minimum requirements per approved Ramp-Up Plan; CSD approval is required to enter Phase 1.
Production Period – Phase 1	September 1, 2023, to November 30, 2024	35%	Complete 30% of total estimated units; expend 30% of total allocation.
Production Period – Phase 2	December 1, 2024, through August 31, 2025	0%	Complete 40% of total estimated units; expend 40% of total allocation; complete Ramp-Up Plan benchmarks; receive CSD approval of BIL WAP Production Plan. CSD approval is required to enter Phase 3.
Production Period – Phase 3	September 1, 2025, to August 31, 2027	50%	Complete all estimated units; expend 100% of total allocation.

- 1.3.2. Agreement Amount. The maximum amount Contractor is eligible to receive is represented on Form STD 213. The maximum amount will be disbursed in three separate allocations during the Ramp-Up Period, Production Period – Phase 1, and Production Period – Phase 3.
- 1.3.2.1. Eligibility to Receive Subsequent Allocations. CSD will determine Contractor’s eligibility to receive subsequent allocations based upon compliance with the approved Ramp-Up Plan, Contractor meeting minimum benchmarks, and BIL WAP Performance requirements.
- 1.3.2.2. Failure to complete required activities during the Ramp-Up Period, or failure to comply with findings and directives issued by CSD and/or DOE, may result in CSD issuing findings and directives, delay of Contractor’s subsequent allocation, contract suspension or termination, and a demand for repayment. CSD reserves the right to amend contracts and adjust allocations for nonperforming contractors.

**BIL DOE WAP**  
**Standard Agreement – Ramp-Up**

- 1.3.2.3. The Ramp-Up allocation allows contractors to prepare for the provision of services during the Production Period. If the Agreement is terminated prior to the Production Period, Contractor may be required to reimburse CSD for up to the full amount received under this Agreement, including administrative costs and salaries.

**1.4. Program Authorities: Requirements, Standards, and Guidance**

- 1.4.1. Contractor shall comply with applicable federal, state, and local laws and regulations, as those laws and regulations may be amended from time to time, including but not limited to the Bipartisan Infrastructure Law (Pub. L. 117-58), the Energy Conservation and Production Act (42 USC § 6861 et seq.); 10 CFR Part 440; the Energy Policy Act of 2005; the Energy Independence and Security Act of 2007, and other procedures applicable as DOE may, from time-to-time, prescribe for the administration of financial assistance. Contractor shall comply with additional guidance issued by the DOE and U.S. Department of Labor (DOL) applicable to WAP and BIL WAP.

- 1.4.2. Conflicts of Laws.

Contractor shall comply with all applicable requirements, standards, and guidelines as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Agreement directly conflict with any State law or regulation, or any provision of this Agreement, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to grants allows for the application of state law.

- 1.4.3. Contractor shall comply with CSD-issued program guidance as a condition of participation and receipt of funds under BIL WAP, provided:

- 1.4.3.1. The federal and state laws, regulations, and other authorities referenced in this section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at the CSD LAP;
- 1.4.3.2. That such guidance shall be issued by CSD in writing in the form of “CSD Program Notice (CPN) No. XX-XX” posted at the CSD LAP;
- 1.4.3.3. That such guidance shall be issued by CSD in writing in the form of “CSD Program Advisory (CPA) No. XX-XX” posted at the CSD LAP;

**BIL DOE WAP  
Standard Agreement – Ramp-Up**

- 1.4.3.4. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
  - 1.4.3.5. That such guidance shall be reasonably necessary to realize the purposes of BIL WAP;
  - 1.4.3.6. That major and material changes in the program and requirements which substantially affect the Contractor's and CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
  - 1.4.3.7. Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;
  - 1.4.3.8. That the Parties' failure to execute a mutually acceptable amendment or CPN, as contemplated in subparagraph 1.4.3.6, in a reasonable period of time, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
  - 1.4.3.9. That upon CSD's good faith determination, delivered to the Contractor by written notice that an agreement between the parties to any necessary amendment or CPN or CPA as contemplated in subparagraph 1.4.3.2 and 1.4.3.3 cannot be achieved, then this Contract shall be "closed-out", and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.
- 1.4.4. DOE guidance relevant to the BIL WAP are hereby incorporated by reference into this Agreement. A listing of such guidance may be accessed at the CSD LAP.
- 1.4.5. Contractor shall use a Unique Entity Identifier (UEI) obtained from SAM.gov.
- 1.5. Special Contract Contingency – Quality Control Inspector Certification [Reserved.]**

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**ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE**

**2.1. State Contracting Requirements – “General Terms and Conditions (GTC 04/2017)”**

In accordance with State law and contracting requirements, specified contracting terms and conditions are made a part of this Agreement. The provisions are available in Article 12 of this Agreement and are fully binding on the parties.

**2.2. Contractor’s Option of Termination**

2.2.1. Termination during Ramp-Up Period. Notwithstanding other provisions in the Agreement, Contractor may, at Contractor’s sole option, elect to terminate this Agreement during the Ramp-Up Period rather than adhere to the procedures set out in Article 1.4.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Agreement is unjustifiably onerous or otherwise counter to Contractor’s legitimate business interests and ability to implement the Agreement in an effective and reasonable manner, provided:

2.2.1.1. The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested;

2.2.1.2. The notice of termination shall be effective 30 calendar days after receipt by CSD;

2.2.1.3. The notice of termination contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question; and

2.2.1.4. If Contractor purchased major vehicles or field equipment with its Ramp-Up allocation and intends to terminate the Agreement prior to the Production Period, Contractor must notify CSD in writing of the purchase and its disposition plans prior to or contemporaneous with its notice of termination. Contractor agrees to adhere to any CSD-issued CPNs or CPAs establishing an internal disposition policy for BIL WAP major vehicle and equipment purchases. Contractor is informed the DOE may require reimbursement of the full cost of the vehicle, even if Contractor suffered a loss in the disposition (e.g., due to depreciation), or reimbursement with the full sale price if Contractor earned a profit off the sale.

2.2.2. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the Agreement, with exception to Article 1.3.2.3 for termination during the Ramp-Up Period. Such reimbursement

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shall be in accordance with the program guidance and Agreement provisions in effect at the time the cost was incurred. Contractor is responsible for adhering to the Contractor Average Cost Per Unit (Contractor ACPU) and related provisions. If Contractor exercises its Option of Termination, Contractor is responsible for disposing or transferring equipment and other capital expenditures to a qualifying program pursuant to federal regulations, including 2 CFR § 200.313 and § 200.439, and any applicable CSD-issued disposition policies.

- 2.2.3. Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.
- 2.2.4. CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

### **2.3. Budget Contingencies**

- 2.3.1. Federal Budget Contingency
  - 2.3.1.1. Because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the State by the United States Government.
  - 2.3.1.2. If federal funding for the BIL WAP is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may, at its option, give written notice of termination without further obligation by either party except for contract close-out obligations or final settlement.
  - 2.3.1.3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations, or conditions. Failure of the parties to reach an agreement on such amendment shall render this Agreement without force and effect.

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- 2.3.1.4. Subject to the provisions of subparagraph 2.3.2.2, CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.
- 2.3.2. State Budget Contingency
- 2.3.2.1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 2.3.2.2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

**2.4. Miscellaneous Provisions**

- 2.4.1. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- 2.4.2. Merger/Entire Contract. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire contract and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.
- 2.4.3. Severability. If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- 2.4.4. Notices. Unless otherwise provided herein, notice given by the Parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other

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communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

- 2.4.4.1. To Contractor’s address of record; and
- 2.4.4.2. To CSD at:  
Department of Community Services and Development  
Energy Field Operations  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

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**ARTICLE 3 – CONTRACT CHANGES**

**3.1. Amendment**

- 3.1.1. Changes to this Agreement shall be made by formal amendment with exceptions specified for minor modifications.
- 3.1.2. For this BIL WAP Agreement CSD anticipates amending to add additional DOE guidance, including but not limited to specific requirements for the Production Period, David-Bacon wage rate and other flow-down requirements.
- 3.1.3. Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor’s Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

**3.2. Minor Modification**

- 3.2.1. Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
- 3.2.2. Minor Modifications shall not affect the maximum limits set for specific line items under this Agreement, e.g., administrative costs, health and safety.
- 3.2.3. Modification Request: Funds and Budget. To request a minor modification to this Agreement, Contractor shall submit a Request for Amendment/Modification Energy, Form CSD 509, an updated budget if applicable, and a justification supporting the funds transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

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**ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES**

**4.1. Board Roster, Bylaws, Resolution, and Minutes**

- 4.1.1. Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of its governing board members, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor shall notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer, and board roster within 30 calendar days of such occurrence.
- 4.1.2. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Agreement, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- 4.1.3. Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Contractor shall provide either a specific or current general resolution to CSD as a condition of contract execution by CSD.
- 4.1.4. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the WAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

**4.2. Internal Controls**

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement and shall include:

- 4.2.1. Segregation of duties appropriate to safeguard state assets;

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- 4.2.2. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- 4.2.3. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- 4.2.4. Established practices to be followed in the performance of duties and functions;
- 4.2.5. Personnel of a quality commensurate with their responsibilities; and
- 4.2.6. Effective internal reviews.

**4.3. Record Retention**

- 4.3.1. All records maintained by Contractor shall meet the Record Retention and Access requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) (2 CFR §§ 200.334-200.338).
- 4.3.2. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings, or other pending matters, whichever is later. Should the federal government establish additional regulations applicable to the retention of documents associated with BIL WAP, during the contract term which are more restrictive or strict than required under this contract, Contractor shall adhere to the additional requirements.
- 4.3.3. Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974 (5 USC § 552a), as amended, and Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), as amended.
- 4.3.4. To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are “backed-up” or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

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**4.4. Insurance and Fidelity Bond**

4.4.1. General Requirements

- 4.4.1.1. Contractor shall maintain the effective insurance policies and bonds, specified below, at all times during the term of this Agreement.
- 4.4.1.2. Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subparagraph 4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Agreement.
- 4.4.1.3. In the event insurance coverage expires during the term of this Agreement, Contractor shall provide, within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Agreement. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
- 4.4.1.4. New Certificates of Insurance are subject to review for content and form by CSD. Certificates of Insurance must be submitted electronically via email to: [BNCS@csd.ca.gov](mailto:BNCS@csd.ca.gov).
- 4.4.1.5. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Agreement.
- 4.4.1.6. With the exception of workers' compensation and fidelity bond, Contractor shall ensure the State is named as additional insured on all certificates of insurance required under this Agreement.
- 4.4.1.7. CSD may suspend the issuance of other CSD contracts, as well as reimbursement payments, until Contractor provides evidence of the required current insurance coverage to CSD.
- 4.4.1.8. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

4.4.2. Self-Insurance

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- 4.4.2.1. When Contractor is a self-insured governmental entity, the State, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Agreement.
  - 4.4.2.2. Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.
  - 4.4.2.3. If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. Contractor shall submit this letter at the time of contract execution or within 30 calendar days thereafter.
- 4.4.3. Workers' Compensation Insurance
- 4.4.3.1. During the term of this Agreement, Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
  - 4.4.3.2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.
- 4.4.4. Commercial or Government Crime Coverage (Fidelity Bond)
- 4.4.4.1. Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.
  - 4.4.4.2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount set forth under this Agreement.

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4.4.4.3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5. General Liability Insurance

4.4.5.1. Contractor shall maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

4.4.5.2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of compliance with general liability insurance requirements.

4.4.6. Vehicle Insurance

4.4.6.1. Contractor shall maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

4.4.6.2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work shall not be considered to be within the scope of employment.)

4.4.6.3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

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#### **4.5. System Security Requirements**

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The Parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

##### **4.5.1. Data Protection**

- 4.5.1.1. Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- 4.5.1.2. Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.
- 4.5.1.3. To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer and retention requirements.
- 4.5.1.4. Data exchanged between CSD and Contractor via email communication must have all personal identifiable information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

##### **4.5.2. Contractor Systems Security**

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- 4.5.2.1. The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.
- 4.5.2.2. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.
- 4.5.2.3. Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.
- 4.5.2.4. Contractor shall securely destruct data by sanitizing media prior to disposal.
- 4.5.3. **Trusted Behavior Expectations.** CSD’s application system and users shall protect Contractor’s application system/data, and the Contractor’s application system and users shall protect CSD’s application system/data, in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the consent of the owner.
  - 4.5.3.1. **Incident Reporting.** Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD’s Information Security Office at [ISO@csd.ca.gov](mailto:ISO@csd.ca.gov) any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD’s data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.
  - 4.5.3.2. **Audit Trail Responsibilities.** Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.
- 4.5.4. **Data Sharing Responsibilities.** Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal,

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sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

**4.6. Travel and Per Diem**

- 4.6.1. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the Uniform Guidance (2 CFR § 200.475), or any amendments thereto, as applicable.
- 4.6.2. Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per agency per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek preapproval, prior to travel, for non-preapproved conferences when more than two staff are attending.
- 4.6.3. In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement not to exceed federal per diem limits.

**4.7. Conflict of Interest**

- 4.7.1. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- 4.7.2. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or

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is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 2 CFR § 200.318.

- 4.7.3. Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to BIL WAP and the implementation of this Agreement shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.
- 4.7.4. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 4.7.5. Contractor shall not provide BIL WAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 378), in advance of providing weatherization services. Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.
- 4.7.6. Contractor must demonstrate that it will:
  - 4.7.6.1. Follow all federal and state client eligibility and prioritization requirements, as applicable to each service or activity under BIL WAP;
  - 4.7.6.2. Comply with all dwelling eligibility requirements of this Agreement, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;
  - 4.7.6.3. Substantiate the need for weatherization services by completing a dwelling assessment for each individual dwelling unit served; and
  - 4.7.6.4. Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

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#### **4.8. Procurement Standards**

##### Contract Administration

- 4.8.1. Maintenance of written procurement procedures. Contractor shall comply with all federal and state rules and regulations governing Annual DOE WAP grants pertaining to procurement, including the Uniform Guidance and amendments thereto, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 2 CFR § 200.317 through § 200.327 or any subsequent amendments to these standards, and the applicable provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open, and free competition.
- 4.8.2. Eligible Bidders. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.
- 4.8.3. All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Agreement shall be used solely for the activities allowed under this Agreement, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Agreement.
- 4.8.4. Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.
- 4.8.5. Non-competitive bid justification. If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

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- 4.8.5.1. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
- 4.8.5.2. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and
- 4.8.5.3. Analysis of cost(s) to demonstrate reasonability.
- 4.8.6. CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing the subcontract for each of the following procurement transactions:
  - 4.8.6.1. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
  - 4.8.6.2. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 4.8.7. Disposition of a Leased Vehicle. If Contractor utilizes leased vehicles, then any disposition fees are the full responsibility of the Contractor. A disposition fee, or a turn-in fee, is a charge to return a leased vehicle to cover the cost of cleaning up and repurposing your old car for resale. Disposition fees are not reimbursable.
- 4.8.8. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.
- 4.8.9. Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

**4.9. Use of Disposition of Vehicles and Equipment**

- 4.9.1. To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Guidance governing the acquisition of equipment with federal funds set forth in 2 CFR § 200.313.
- 4.9.2. To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to [CPN-A-17-01](#) or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property

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records. Pursuant to DOE Guidance (including WPN 22-1, BIL WPN 22-1, and WPN 17-6), vehicle and equipment purchases must be charged to Program Operations, and the purchase prices are included in the Contractor Average Cost Per Unit (Contractor ACPU).

- 4.9.3. Contractor shall provide the information specified in [CPN-A-17-01](#), including any supporting documents, to CSD upon request.
- 4.9.4. Limitation on Use of Funds. Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.
- 4.9.5. Contractor shall repay the entire allocation used to purchase vehicles and equipment if Contractor terminates participation in BIL WAP during the Ramp-Up Period. Contractor will not be entitled to reimbursement for depreciation or the difference if the vehicle or equipment is sold for less than the purchase price. Contractor shall comply with CSD disposition policies and procedures, and any applicable DOE guidance.

**4.10. Subcontracts**

- 4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Agreement in the Service Areas specified herein. Contractor's subcontracts must require that parties comply with all applicable provisions of this Agreement. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.
- 4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.
- 4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

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- 4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at <https://www.sam.gov/>.
- 4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- 4.10.6 Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Guidance (2 CFR § 200, Subpart E – Cost Principles).
- 4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event the State suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Agreement.
- 4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse against the State over matters involving subcontracts entered into for the implementation of this Agreement, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts or criminal acts and other misconduct.
- 4.10.9 Nothing in this Agreement creates or implies a contractual relationship between the State and any subcontractor or creates any obligation by the State to any subcontractor. Contractor is liable to the State for damages to the State for the acts and omissions of its subcontractors that occur in connection with the implementation of this Agreement. Contractor's obligation to pay its subcontractors is independent of any obligation of the State to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of the State to pay or ensure payments to subcontractors.

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- 4.10.10 Contractor’s failure to obtain necessary or sufficient subcontracts may reflect an inability to comply with its approved DOE WAP Ramp-Up Plan, Production Plan, the requirements of the BIL WAP Agreement, and constitute nonperformance. CSD may issue a finding and directive, and Contractor’s failure to comply may result in the delay or denial of additional allocations for the Production Period.
- 4.10.11 Contractor shall ensure that subcontractors providing labor or mechanic services employed in the performance of construction, alteration, or repair work on any projects assisted in whole or in part by Federal Government pursuant to the BIL for multi-family buildings with five or more units shall be paid wages at rates not less than those prevailing on similar projects in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- 4.10.12 Contractor shall ensure that for grants, cooperative agreements, and loans under the BIL, the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

**4.11 Complaint Management Policies and Procedures**

- 4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under BIL WAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
- 4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, “formal complaint” means a written complaint filed with the Contractor by the complainant.
- 4.11.3 If the Contractor’s efforts did not result in a resolution, the Contractor may refer the complainant to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor’s effort to resolve the issue.
- 4.11.4 The CSD Field Representative shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency or the Governor’s Office regarding the complaint.

**4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor**

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- 4.12.1 Contractor shall establish a written appeal process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805(b), plus:
- 4.10.1.1. Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD.
  - 4.10.1.2. Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
  - 4.10.1.3. Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division.
  - 4.10.1.4. Provisions to track information on denials and appeals.
- 4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

**4.13 Fraud, Waste, and Abuse**

- 4.13.1 Contractor shall submit written reports to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of BIL WAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients or other affiliated parties, concerning the misuse of BIL WAP funds.

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- 4.13.2 Contractor shall provide employees, subcontractors, clients, and other affiliated parties the information necessary to report fraud, waste, and abuse to the Department of Energy’s Office of Inspector General fraud hotline.

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**ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES**

**5.1 Budget Guidelines**

5.1.1 Budget and Allocation Forms

- 5.1.1.1. Upon execution of this Agreement, Contractor shall submit all budget and allocation forms, including the 2023 DOE BIL WAP Weatherization Budget (CSD XXX) based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement.
- 5.1.1.2. In the event the DOE BIL WAP annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Budget Allocation amount as defined in the [“Definitions”](#) section.
- 5.1.1.3. For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate. In the absence of a negotiated indirect cost rate, Contractor may elect to use a 10 percent de minimis indirect cost rate as permitted under 2 CFR § 200.414(f).
- 5.1.1.4. Contractor shall submit the 2023 BIL WAP Production Plan based on an assessment of current operational capacity, estimated units that Contractor is expected to weatherize, and needs for expansion to ensure compliance with the BIL, and in accordance with the accompanying instructions and other applicable provisions of this Agreement.

**5.2 Working Capital Advance and Major Purchase Advances**

- 5.2.1 Contractor may receive an advance of up to 25% of its Ramp-Up Period allocation for approved activities during the Ramp-Up Period in lieu of the standard WCA for BIL WAP administration (25% of the 15% allocation is 3.75% of the total allocation).
- 5.2.2 Contractor shall deposit all advances in an interest-bearing account. Interest earned amounts up to \$500 per year may be retained by Contractor for administrative expense. The account shall be sufficiently segregated to enable the tracking and accounting of advanced funds by CSD. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must

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be remitted annually to the federal government pursuant to 2 CFR § 200.305(b)(9); and

- 5.2.3 Non-advance Payments and Offsets. If Contractor elects not to receive an advance for Ramp-Up Activities, payment for allowable expenses under this Agreement shall be made upon approval by CSD of Contractor’s monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

### 5.3 Program Income

- 5.3.1 Contractor shall maintain records of the receipt and disposition of all “program income” defined in 2 CFR § 200.1 and pursuant to [CPN-A-18-01](#), as income that is generated or earned as a result of BIL WAP activities.

5.3.2 Determining Net Program Income

5.1.1.5. Except as provided below in paragraph 5.3.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.1.1.6. Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the BIL WAP grant award.

5.3.3 Expenditure and Reporting of Program Income

5.1.1.7. Program income must be expended in accordance with the requirements for expenditure of BIL WAP funds, for allowable program purposes.

5.1.1.8. Contractor shall expend program income during the term of this Agreement. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Agreement or at such other time(s) as CSD reasonably requires.

### 5.4 Allowable Costs

5.4.1 Cost Reporting

5.4.1.1 All costs shall be reported using a “modified accrual” or “accrual” method of accounting.

5.4.1.2 Pursuant to the federal grant terms and conditions, applicable regulations, and Agreement provisions, Contractor may only claim reimbursement for

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actual, allowable, and allocable direct and indirect costs. Allowable costs are restricted to those permitted during the Ramp-Up Period as established in this contract.

- 5.4.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.4.2 Administrative

5.4.2.1 General

- 5.5.2.1.1. Contractor shall use 2 CFR Part 200 Subpart E – Cost Principles as a guide for determining administrative costs. Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred under another contract.

- 5.5.2.1.2. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers' compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program.

- 5.5.2.1.3. If requested in the Ramp-Up Plan, contractors funded at less than \$350,000 in total allocation may request an additional five percent (5%) by submitting the DOE Application for Additional Administrative Funds (CSD 574). CSD approval is contingent upon the availability of funds and CSD's determination that the additional amount is needed to effectively implement the administrative requirements of the program.

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

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

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

5.4.2.3 Administrative Out-of-State Travel

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Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining BIL WAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor for BIL WAP purposes.

5.4.3 Program Costs

5.4.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of administering the program. Allowable costs shall be as set forth in the Uniform Guidance (10 CFR § 440.18(d); 2 CFR Part 200, Subpart E – Cost Principles).

5.4.3.2 Intake [Reserved.]

5.4.3.3 Outreach

Outreach is limited to those costs associated with the development of outreach materials, strategies and partnership development.

5.4.3.4 Direct Program Activities [Reserved.]

5.4.3.5 Liability Insurance

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

5.4.3.6 Training and Technical Assistance

5.4.3.6.1 Training and technical assistance (T&TA) during the Ramp-Up Period shall be reimbursed at actual cost not to exceed the T&TA Ramp-Up Period budget as set forth in the BIL WAP Allocation Spreadsheet.

5.4.3.6.2 Associated T&TA costs may include costs related to: travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, client education, admission and materials.

5.4.3.6.3 T&TA shall include costs associated with training staff and/or subcontractors in outreach, intake, and weatherization training as specified in the Training Requirements of Article 9.1 of this Agreement **but excludes direct services**. Training may also include internal

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Contractor training, safety training, attendance of weatherization-related training to include ServTraqLITE or other forms of training to aid the development and skill of staff in utilizing and supporting internal program automation systems, and/or workshops sponsored by DOE, CSD, and/or other organizations offering a component of weatherization training.

5.4.3.6.4 T&TA funds may also be used to train Contractor’s subcontractors participating in the program. Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.4.3.6.5 Out-of-State Travel. Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meetings, conferences or trainings that are critical to carrying out BIL WAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor for BIL WAP.

5.4.3.7 Acquisition Costs

5.4.3.7.1 Minor Vehicle and Field Equipment Costs Less Than \$5,000 – Acquisition Costs

For Minor Vehicle and Field Equipment costs under \$5,000 per unit, Contractor must follow all federal and state rules and regulations governing Annual DOE WAP and BIL WAP pertaining to procurement standards.

5.4.3.7.2 Major Vehicle and Field Equipment Costs \$5,000 or Greater– Acquisition Costs Must Be Pre-Approved

CSD and DOE pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of \$5,000 or greater. Contractor shall utilize the Request for Pre-Approval of Purchase/Lease (CSD 558).

5.4.3.7.3 Contractor shall adhere to CSD-issued procedures for disposition, including notification prior to disposition. Contractor shall be held responsible for all vehicle and field equipment purchased or leased under the program included that which is used by Contractor’s subcontractors. Contractor shall comply with any DOE-issued guidance regarding disposition.

5.4.3.8 General Operating Costs

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General Operating Costs may be charged to the program and are for costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone, travel and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.4.3.9 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, NEPA and Historic Preservation review costs, lodging and per diem, automation costs, vehicle and equipment repair, maintenance, and fuel, and waste breakage.

5.4.3.9.1 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.4.3.10 Client Education/Counseling Services

Contractor shall include those actual costs associated with providing group client education, energy conservation information, resource and referral, budget counseling, mold education, and lead safe education.

5.4.3.11 Automation Costs

5.4.3.11.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed \$50,000, to be used to meet the contract program startup requirements such as the Contractor's IT automation needs to comply with updated or new Expenditure Activity Reporting System and the Weatherization Database ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures, but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.4.3.11.2 If Contractor's cost requires an increase to the AC budgeted amount Contractor may request written approval from CSD to exceed the five thousand (\$50,000) dollar maximum.

5.4.3.11.3 Contractor shall report all AC and IT expenditures related to compliance with the reporting requirements under this Agreement in the Automation Costs line item. Such expenditures may include, but is

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not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Guidance.

5.4.3.11.4 Contractors with multiple DOE contracts for the same program year are limited to reimbursement up to \$5,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.4.3.11.5 CSD System related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.4.3.11.6 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.4.3.12 Health & Safety Activities [Reserved.]

5.4.3.13 Vehicle insurance, maintenance, equipment, repairs, and fuel costs

Vehicle Insurance. Vehicle insurance shall mean those costs allocated for those vehicles used in the delivery of weatherization services.

5.4.3.14 Capacity Building (Ramp-Up Only)

5.4.4 Unallowable Cost. BIL WAP funds may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

## **5.5 Reimbursement Guidelines**

5.5.1 Claims for Reimbursement

5.5.1.1 Pursuant to the federal grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs corresponding to the applicable Period and Phase (**e.g., expenditures for weatherization expenses are unallowable during the Ramp-Up Period and will not be reimbursed**). Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Agreement.

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5.5.1.2 Contractor shall not incur expenditures prior to execution of this Agreement by both Parties.

5.5.2 General

5.5.2.1 Contractor is prohibited from leveraging funds with any other DOE program that may be in effect in any dwelling.

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

5.5.2.3 [Reporting for Completed Dwellings - Reserved.]

5.5.2.4 Contractor Average Cost Per Unit [**NOTE: Weatherization services may not be provided and will not be reimbursed during the Ramp-Up Period.**]

Contractor shall be entitled to reimbursement for actual costs, not to exceed the Contractor Average Cost per Unit of \$8,009 (Contractor ACPU) for applying the conservation measures and activities described in the Reimbursement for Weatherization Activities located on the CSD LAP at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>. The formula for determining the Contractor Average Cost Per Unit (Contract ACPU) rate is specified in Article 13, “Definitions”.

5.5.2.4.1 The amount of funds applied to weatherization services in a whole multi-family building project shall not exceed the number of eligible dwelling units multiplied by the \$8,009 Contractor ACPU or by the \$8,009 Contractor ACPU, if an individual unit is served. If the multi-family building meets the 66/50 rule in accordance with Article 8.1, Section 8.1.2.6, then the investment for the whole building may not exceed the number of dwelling units multiplied by the Contractor ACPU. This includes income eligible, non-income eligible, and vacant units. Contractor must complete the Multi-Family Dwelling Certification form (CSD 75P) to show the 66/50 rule is being applied correctly.

5.5.2.5 Group Homes [Reserved.]

5.5.2.6 Temporary Shelters/Homeless Individuals [Reserved.]

5.5.2.7 Measure Reimbursement [Reserved.]

5.5.2.8 Assessments and Diagnostics [Reserved.]

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5.5.3 Other Program Costs

5.5.3.1 Wages – Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site.

5.5.3.2 Wages – Program Management and Support [Reserved.]

5.5.3.3 Lodging and Per Diem [Reserved.]

5.5.3.4 Disposal Fees [Reserved.]

5.5.3.5 Vehicle, Equipment Repair, Maintenance and Fuel [Reserved.]

5.5.3.6 Historic Preservation Reviews [Reserved.]

5.5.3.7 National Environmental Policy Act [Reserved.]

5.5.3.8 Waste Breakage [Reserved.]

5.5.3.9 Ancillary Supplies [Reserved.]

5.5.4 Dwelling Status [Reserved.]

5.5.5 Managing Alternative Funding [Reserved.]

5.5.6 Disaster Relief [Reserved.]

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**ARTICLE 6 – REPORTING POLICIES AND PROCEDURES**

**6.1 Reporting Requirements**

6.1.1 General

6.1.1.1 [Client/Job Detailed Data Submission - Reserved.]

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities by reporting in the Expenditure Activity Reporting System (EARS), in accordance with CPN-E-19-002: Energy Reimbursement Policies and Procedures, which is available online at: <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

6.1.1.2.1 Contractor shall submit adjustments in accordance with [CPN-E-19-002](#).

6.1.1.2.2 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.2.3 Ramp Up Reporting. Contractor shall submit to CSD, Contractor's separate Ramp-Up expenditures and activities for 2023 BIL WAP under this Agreement by entry onto the web-based, Expenditure Activity Reporting System (EARS) if Contractor has expenses for that month. All adjustments, if any, must be reported through EARS under the report period in which the expenditures occurred.

6.1.1.3 [Reconcile Submitted Weatherization Data – Reserved.]

6.1.1.4 [Submission of Client Files – Reserved.]

6.1.1.5 Reporting System Requirements

6.1.1.5.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Agreement such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.5.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the DTR Document (Schema-

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Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD LAP on the Resources page.

6.1.2 CSD Review and Approval of Reports

6.1.2.1 CSD shall review and approve Contractor’s monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program, fiscal operations, Contractor ACPU, and its demonstrated ability to effectively utilize all funds available under this Agreement. Contractor’s failure to submit monthly required reports may result in CSD withholding the subsequent allocations, and a delay in approval to begin weatherization services during the Production Period.

6.1.2.2 During the Ramp-Up Period, CSD may conduct monitoring of Contractor consistent with the terms of this Agreement, and Contractor’s approved Ramp-Up Plan. Contractor’s failure to comply with this Agreement or its Ramp-Up Plan may result in CSD withholding the second allocation, and a delay in approval to begin weatherization services during the Production Period.

6.1.2.3 The issuance of other CSD contracts, including reimbursement payments to Contractor, shall be contingent upon timely receipt of the required reports, and/or compliance with the material requirements of this Agreement.

6.1.3 Close-Out Report [Reserved.]

Contractor shall submit close-out reports that comply with DOE and CSD requirements.

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**ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES**

**7.1 Program Standards and Regulatory Requirements**

7.1.1 Program Standards

7.1.1.1 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 Contract as if attached hereto:

7.1.1.1.1 CSD Technical Reference Manual (TRM);

7.1.1.1.2 Official State and Federal Program Notices and Guidance Documents;

7.1.1.1.3 BIL DOE WAP Disaster Relief Plan;

7.1.1.1.4 Current Eligibility and Verification Guide;

7.1.1.1.5 Weatherization DTR;

7.1.1.1.6 CSD TRM Appendix C Shell Leakage Test Protocol Preface Page (excerpted from TRM and effective 7/1/2023);

7.1.1.1.7 CSD TRM Appendix D Energy Audit/Priority List Protocol (excerpted from TRM and effective 7/1/2023);

7.1.1.1.8 Upon execution of the Agreement, Contractor will acknowledge receipt of all current and revised technical manuals, policies, and protocols in Article 7.1.1.1.

7.1.1.1.9 The CSD Training Policies and Procedures Manual (TPPM), to be released as soon as it is available. The CSD TRM and CSD TPPM are being updated to incorporate revised BIL WAP policies, standards, and procedures and will be formally posted to the Local Agencies Portal when approved and finalized.

7.1.1.2 In the event of disagreement between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

7.1.2 Regulations [Reserved.]

7.1.3 Title 24 [Reserved.]

7.1.4 Pre-1978 Dwellings [Reserved.]

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**7.2 Service Priority Guidelines [Reserved]**

**7.3 Outreach and Intake Activity Guidelines**

7.3.1 Outreach

Contractor shall perform outreach activities to ensure that households in the service area(s) are informed about all DOE WAP services and have an opportunity to apply for such services.

7.3.2 Intake [Reserved.]

**7.4 Client Education and Counseling Activities [Reserved.]**

**7.5 Leveraging Activities [Reserved.]**

**7.6 Record-Keeping Responsibilities**

7.6.1 [Reserved.]

7.6.2 [Reserved.]

7.6.3 All Client Files – Requirements [Reserved.]

7.6.4 Translation of Forms [Reserved.]

7.6.5 Other Recordkeeping Responsibilities

7.6.5.1 Labor and Materials [Reserved.]

7.6.5.2 Training

Contractors who perform weatherization services are required to input, update, and maintain employee data in the CSD Training Portal (CTP). CSD will not recognize as valid proof of any training stored outside of this portal. The CTP is a learning management system that is located and maintained through the CSD LAP. It is a repository for Contractor and their subcontractors to track and monitor employees' completed training records, including but not limited to employee legal name, hire date, email including completion of each training course, the source/location, type/content, completion date, certificates of completion, and completion of refresher training. Records for courses completed prior to the launch of the CTP have been migrated into the system.

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- 7.6.5.2.1 Contractor must identify at least one, but not more than two Training Administrators, who will be responsible for adding/editing users, submitting training and on-the job training (OJT) requests, approving training, monitoring training transcripts, uploading licensing and certifications, and monitoring training expirations.
- 7.6.5.2.2 The OJT application page will be migrated from a separate link on the CSD LAP to integrate with the CTP by or before July 1, 2023. CSD will notify agencies through a notice on the LAP when that function of the portal becomes available. Until that time, the separate link shall be used for Contractor to participate in OJT.
- 7.6.5.2.3 CSD shall maintain all trainings records in the CSD Training Portal for trainings completed through CSD E-learning, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.
- 7.6.5.2.4 Contractor shall upload training certificates (or other proof of training completion) into the CTP for certifications or trainings provided by third parties. Examples include individual employee Building Performance Institute (BPI) certifications, EPA Renovator certification, and /or other required training certifications as designated by CSD.
- 7.6.5.2.5 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors as for the Contractor employees.
- 7.6.5.2.6 Contractor must input new field personnel and subcontractors into the learning management system within three days of hire. Contractor shall update the CTP in a timely manner, with employee completed course information and/or uploaded certifications on or before the first (1st) day of each subsequent month following the completion of training.
- 7.6.5.3 Equipment [Reserved.]
- 7.6.5.4 Energy Audits [Reserved.]
- 7.6.5.5 Automation
  - 7.6.5.5.1 Contractor shall use a software database system to support all required data collection and reporting requirements under the administration of this grant.
  - 7.6.5.5.2 Contractor shall use an automated application system capable of supporting BIL WAP data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior

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to the completion of successful data file transfer testing to CSD.  
Contractor shall submit the data in accordance with CSD's  
Weatherization DTR layout found at  
<https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.  
Contractor shall exercise best practices and perform a daily backup of  
all client data/application systems that capture BIL WAP service detail.  
Contractor shall assure that adequate files are maintained as required in  
Article 7.6.

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**ARTICLE 8 – PROGRAM IMPLEMENTATION**

**8.1 Weatherization Activity Guidelines [Reserved.]**

To be added per an amendment for the Production Period.

**8.2 Quality Assurance [Reserved.]**

To be added per an amendment for the Production Period.

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**ARTICLE 9 – TRAINING, LICENSING AND CERTIFICATIONS**

**9.1 Training Requirements**

- 9.1.1 CSD’s statewide training program, is defined in the CSD Training Policies and Procedures Manual (TPPM). The TPPM approach, the defined training paths, and transition from the existing training structure are pending approval. Upon approval of the approach, the finalized TPPM shall be distributed to the Contractor through the Local Agencies Portal.
- 9.1.2 The revised CSD TPPM Training Tables that identify the required training paths for field personnel and subcontractors is available through the CSD LAP at: <https://agencies.csd.ca.gov/home/Energy/Pages/Training.aspx>.
- 9.1.3 Contractor shall maintain and make available for reference to Contractor’s employees and subcontractors who perform weatherization services, the following foundation documents:
- 9.1.3.1 CSD TRM;
  - 9.1.3.2 CSD Training Policies and Procedures Manual (TPPM);
  - 9.1.3.3 Other applicable policies and procedures;
  - 9.1.3.4 Official State and Federal Program Notices;
  - 9.1.3.5 Current CSD Field Forms; and
  - 9.1.3.6 Required training materials.
- 9.1.4 As defined in the TPPM, five field positions describe the types of weatherization duties that field personnel perform and are expected to perform. All weatherization field personnel must be assigned to a field position. Although actual Contractor and subcontractor employee job titles may vary, the CSD-defined field positions in order are: Installer, Diagnostic Technician, Assessor, Inspector, and Field Supervisor. Required training for each training path builds incrementally upon the preceding training path(s), creating prerequisite training before the desired training path may be begun.
- 9.1.5 All required training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD Training Portal upon successful completion of each course and/or training path, unless otherwise noted.
- 9.1.6 Training Provisions for Staff of Contractor

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- 9.1.6.1 Within three days of the date of hire, Contractor shall ensure field personnel (training candidate) are entered into the CSD Training Portal. Contractor Training Administrator shall determine the intended field position of a training candidate.
- 9.1.6.2 Contractor field personnel shall participate in the courses outlined for their field position within the timelines and as described in the CSD TPPM, Training Table 1 (excerpted, and provided on the Local Agencies Portal). All courses in a training path must be completed and passed successfully before any candidate can work unsupervised in the capacity of the assigned field position.
- 9.1.6.3 Contractor employees failing to demonstrate appropriate knowledge and skills in a course or training path will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity without appropriate supervision of an employee holding a current certificate in that training path, until the candidate successfully completes the required training and field evaluation (when required).
  - 9.1.6.3.1 With the exception of the Installer training path, successful completion of this evaluation component by Contractor’s personnel is required before a training path certificate may be issued.
- 9.1.6.4 Supplementary certificates and a DOE WAP-specific adjunct competency certification are required for specific field positions as described in the CSD TPPM Training Table 1.
- 9.1.6.5 Three years after the completion of training, a CSD-issued training certificate expires. After expiration, a refresher training is required to maintain a training path certificate.
- 9.1.7 Training Provisions Based Upon Job Duties:
  - 9.1.7.1 For weatherization services performed on pre-1978 units, all Contractor’s work crews who perform basic weatherization or specialty services are required to be trained in Lead-Safe Weatherization. This requirement may be met by completing EPA RRP Certified Renovator training (additional information is available in Section 9.6) or through completing the CSD Lead-Safe Weatherization training. No employee of a contractor shall perform work in a pre-1978 dwelling until the required training has been received. All work performed in a pre-1978 dwelling shall be under the supervision of an EPA Certified Renovator.

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- 9.1.7.2 When job duties include basic measure installation, weatherization employees of Contractor shall complete the Installer training path.
- 9.1.7.2.1 Within 180 calendar days of employment, Installer employees of Contractor shall complete Health and Safety, Installer Preparation courses, and Lead-Safe Weatherization Training as defined by the CSD TPPM Training Table 1.
- 9.1.7.3 When job duties include diagnostic work (i.e., combustion appliance safety, duct leakage testing, and shell leakage testing), Contractor weatherization employees shall complete the Diagnostic Technician training path. No Contractor employee shall perform diagnostic testing without having completed the required prerequisite courses for the Installer training path without supervision by an employee holding the appropriate training path certificate.
- 9.1.7.3.1 Subsequent to successful completion of a training path or Diagnostic component course, Contractor employees are required to participate in a training center skills evaluation or a monitored field evaluation under the supervision of a third-party training provider to evaluate employee knowledge and skill.
- 9.1.7.4 When job duties include performing Assessments, weatherization employees of Contractor shall complete the Assessor training path and the prerequisite courses required for the Installer and Diagnostic Technician training paths. Certificates of Completion shall be issued following successful completion of a field evaluation, which follows completion of all training, and is supervised by CSD or its third-party training provider to evaluate employee skill and knowledge in performing Assessments.
- 9.1.7.5 When job duties include performing Inspections, weatherization employees of Contractor who perform Inspections shall complete the Inspector training path. Completion of the Inspector training path also requires completion of prerequisite courses for the Installer, Diagnostic Technician, and Assessor training paths. No employee of Contractor shall perform Inspections without having completed the required training. Certificates of Completion shall be issued following successful completion of the second phase (“field portion”) of the training field evaluation, which follows completion of all training path courses, and is supervised by CSD or its third-party training provider to evaluate employee skill and knowledge in performing Inspections.
- 9.1.7.5.1 Subsequent to successful completion of the field evaluation, and prior to performing any BIL WAP inspections, Contractor employees performing Inspections are required to apply for and participate in certification examinations from the Building Performance Institute

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(BPI) for the Energy Auditor and Quality Control Inspector adjunct competency. See Article 9.3.

- 9.1.7.6 When job duties include performing supervision of Contractor employees, these Contractor employees shall complete the Field Supervisor training path. Completion of the Field Supervisor training path also requires completion of prerequisite courses for the Installer, Diagnostic Technician, Assessor, and Inspector training paths. No employee of Contractor shall perform Field Supervision duties without having completed the required training. Certificates of Completion shall be issued following successful completion of Field Supervisor training.
- 9.1.8 Training Provisions for Staff of Subcontractors
- 9.1.8.1 Subcontractors are subject to separate training requirements. Contractor is responsible for ensuring subcontractor workforce is competent in the weatherization work for which they are subcontracted. All subcontractor required trainings are defined in the CSD TPPM, Training Table 2 (excerpted, and provided on the Local Agencies Portal). Based upon the type of work the subcontractor will perform, all courses in a training path must be completed and passed successfully.
- 9.1.8.2 Training and technical assistance funds may be used to train Contractor's subcontractors participating in the program. In making the determination to pay for subcontractor training, Contractor should secure a retention contract in exchange for the training. The subcontract agreement should stipulate that the subcontractors will work in the program, for a minimum of 12 months. The training costs are limited to travel, admission to training (when applicable), and for course materials.
- 9.1.8.3 Within three days of the date of hire, Contractor shall enter subcontractor field personnel into the CSD Training Portal. Contractor Training Administrator shall assign the intended field position of a training candidate.
- 9.1.8.4 When a subcontractor's work includes diagnostic testing, courses and skills evaluations for the Diagnostic Technician field position must be completed before diagnostic work may be performed.
- 9.1.8.5 If subcontractor training is not yet completed, agency personnel who have successfully completed the Diagnostic Technician training path may perform diagnostic testing in lieu of the subcontractor.
- 9.1.8.6 Supplementary certificates and a DOE WAP-specific adjunct competency certification are required for the Inspector training path as described in the

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CSD TPPM Training Table 2 (provided on the LAP). To perform inspections, the QCI adjunct competency shall be completed.

## **9.2 Training Transition Plan**

- 9.2.1 As older CSD training requirements transition to the TPPM courses beginning June 1, 2023, CSD will work closely with Contractor and subcontractors to categorize existing employees into the required training paths and establish training courses for new field personnel in accordance with the CSD TPPM.
- 9.2.2 Transition requirements will be based on the individual field worker's hire date and assigned field position as determined by Contractor Training Coordinator, and according to the CSD TPPM, Training Transition Table (excerpted, and provided on the LAP).
- 9.2.3 In accordance with the TPPM Training Transition Table, field personnel hired before a specified transition date, having already completed specified trainings prior to the transition date, will not be required to complete additional training. They will be issued a training path certificate for the field position for which they qualify. This training path certificate will be valid for three years from the transition date.
  - 9.2.3.1 Field personnel hired on or after the transition date will be required to complete all prerequisites and courses defined by the TPPM for the assigned training path.
  - 9.2.3.2 As long as Contractor's and/or subcontractor's employee's training path certificate is kept in good standing with no quality assurance findings, a training path certificate may remain valid for three years. After that period, a refresher training will be required for the certificate to be retained.
- 9.2.4 As network-wide training needs continue to be assessed and evolve, training requirements defined in the TPPM may be adjusted by CSD, with all change(s) communicated to Contractor and subcontractors in writing and with at least 30-day notice before implementation.

## **9.3 Quality Control Inspectors Certification**

- 9.3.1 Quality Control Inspectors (QCI) working for, or contracted by, Contractor must possess the knowledge, skills, and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis for QCIs. This applies to all individuals who perform final inspections under the BIL DOE WAP.
- 9.3.2 Staff that have successfully passed the BPI QCI Certification exam and received a certificate will be eligible to conduct final inspections. As a micro-credential,

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prior successful completion of the BPI Energy Auditor certification also will be required.

- 9.3.3 Certified QCIs can be employed by third party organizations or weatherization Contractors that possess the required BPI Quality Control Inspector Certification.
- 9.3.4 The Quality Control Certification identification number of the QCI providing the post-inspection shall be identified on the Agency Post Inspection Report (CSD 611).

#### **9.4 Contractor Licensing**

Contractors, unless otherwise exempt, or their subcontractors who perform basic weatherization services under this Contract shall comply with the TRM and following licensing requirements:

- 9.4.1 Possess and maintain an active Class “B” General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;
- 9.4.2 Fulfill the requirements of, and receive certification pursuant to the Toxic Substances Control Act, Section 402 (15 USC § 2601 et seq.; 40 CFR § 745.226 & 227);
- 9.4.3 Contractor, unless otherwise exempt from the licensing requirement, shall upload and maintain a copy of the current Class “B” CSLB license into the CSD Training Portal.
- 9.4.4 Contractor is responsible for ensuring that all subcontractors have an active license and are in good standing with CSLB for the duration of the subcontract; and
- 9.4.5 Contractor shall immediately notify CSD when any changes in licensing occur.

#### **9.5 Special Licensing - Weatherization**

- 9.5.1 Special licensing may 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.
- 9.5.2 Specialty subcontractor shall possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures and includes: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-

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Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

**9.6 Environmental Protection Agency (EPA) Certifications**

- 9.6.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA’s Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.
- 9.6.2 Contractor shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.
- 9.6.3 Any contractor without the required certification will not be allowed to perform weatherization services.

**9.7 Additional Mandatory Training**

Contractor must participate in mandatory training such as eligibility start-up training, TRM-specific trainings, contract review webinars, monitoring trainings, and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to these training opportunities via announcement posted on the LAP.

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**ARTICLE 10 – COMPLIANCE POLICIES AND PROCEDURES**

**10.1 Right to Monitor, Audit, and Investigate**

10.1.1 Contractor shall comply with any duly authorized representative of the federal or state government, which includes but is not limited to the DOE, federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations. Contractor shall comply with DOE and CSD requests to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site visits, audits, and any other appropriate means as DOE and CSD deem necessary.

10.1.1.1 For purposes of ensuring full compliance with the BIL, CSD may initiate special audits, monitoring visits and requests for program-related information, which Contractor shall provide and/or accommodate in a timely fashion.

10.1.1.2 Should Contractor fail to assist and cooperate with CSD in its oversight functions, or should CSD determine Contractor has not met its obligations under this Agreement, the Parties agree to the following:

10.1.1.2.1 CSD may issue a written, detailed finding and directive, advising Contractor of its failure to meet its obligations, which directive shall specify a date, within a reasonable period of time, given the urgency and time constraints associated with BIL WAP, in which Contractor must be in full compliance with the directive;

10.1.1.2.2 Should Contractor fail to comply with the CSD finding and directive, CSD may suspend BIL WAP payments to Contractor as provided herein until such time as Contractor is in compliance;

10.1.1.2.3 Should Contractor dispute CSD's finding, it shall within 15 days of receipt of the finding deliver a written rebuttal to CSD which CSD shall evaluate and respond to within ten days, stating whether the finding shall be revoked, amended, or enforced.

10.1.1.3 Any suspension of BIL WAP payments as provided above shall be conditioned upon CSD providing the Federal funding agency with copies of its finding(s) and directive(s) together with Contractor's rebuttal(s);

10.1.1.4 Should the Federal funding agency conduct an investigation or review, the payment suspension shall be in force until such time as the Federal funding agency affirms, recommends, or compels reversal of CSD's finding(s);

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- 10.1.1.5 Contract status and payment obligation disputes which are not resolved to the mutual satisfaction of the Parties through the procedures specified above, shall be resolved in accordance with procedures established for the standard (non-BIL WAP) CSD programs under applicable Federal and State law, provided CSD may, at its option, withhold BIL WAP payments until final resolution of the dispute.
- 10.1.2 Contractor shall comply with any duly authorized agent or representative of the federal or state government that is undertaking an investigation in accordance with 42 USC § 6866 and 10 CFR § 440.23, as amended.
- 10.1.3 DOE Monitoring Notice. DOE may monitor or audit Contractor's administration of BIL WAP at any time, including through on-site visits and technical assistance visits, and with little or no prior notice to CSD or Contractor. Contractor shall comply with all DOE informational requests in connection with the monitoring or audit, as well as WPN BIL 23-4: DOE Monitoring of BIL in WAP.
- 10.1.4 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.
- 10.1.5 All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

## **10.2 Auditing Standards and Reports**

### **10.2.1 Auditing Standards**

- 10.2.1.1 Applicability. The standards set forth 2 CFR 200 Subpart F, Audit Requirements, are hereby incorporated by reference.
- 10.2.1.2 Supplemental Audit Guide. In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Agreement by reference in the Table of forms and Documents Incorporated by Reference. The Supplemental Audit Guide may be accessed at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

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10.2.2 Audit Reports

10.2.2.1 Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F – Audit Requirements (§§ 200.500-521), standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in the U.S. Government Accountability Office’s “Government Auditing Standards, December 2011 Revision,” as amended.

10.2.2.2 Organizations below audit threshold. Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510(b). All DOE contracts shall be reported separately on the SEFA. In addition, a Supplemental Statement of Revenues and Expenditures (SSRE) for each contract that presents, by budget line item and fiscal year, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools must be provided.

10.2.3 Submission of Audit Reports. Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 Failure to File IRS Form 990 for Tax-Exempt Organizations. If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:  
[audits@csd.ca.gov](mailto:audits@csd.ca.gov).

Upon receipt of the audit report, CSD’s Audit Services Unit (ASU) will send a confirmation email within ten business days. Contractor should verify receipt of ASU’s confirmation email to ensure its single audit was received.

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10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Agreement, CSD may impose additional conditions, as described in 2 CFR § 200.208. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 2 CFR § 200.339 – § 343, Remedies for Noncompliance:

- 10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;
- 10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- 10.2.6.3 Wholly or partly suspend or terminate the Federal award;
- 10.2.6.4 Recommend that suspension or debarment proceedings as authorized under 2 CFR Part 180, be initiated by the Federal awarding agency;
- 10.2.6.5 Withhold further federal awards for the program; or
- 10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

- 10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor's submission, issue a final TR, no later than 30 calendar days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, ASU shall notify CSD's Fiscal Accounting Services Unit (FASU) to send an invoice. Contractor will tender payment to FASU or respond with a repayment plan acceptable to FASU.
- 10.2.7.2 All statements, notices, responses and demands issued in accordance with Article 10.2.7 shall be in writing.
- 10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

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**10.3 Compliance Monitoring**

10.3.1 Contractor shall substantiate that all costs claimed pursuant to this Agreement are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor shall trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 Contractor shall ensure funds allocated are expended for the purposes identified in federal law, and for allowable and allocable costs under the applicable rules of the Code of Federal Regulations.

10.3.3 Contractor shall comply with CSD's on-site or in-house visits and follow-up monitoring to ensure that Contractor meets the performance benchmarks, administrative standards, financial management requirements, and other requirements of the federal program.

10.3.3.1 Monitoring during Ramp-Up Period. Contractor's failure or inability to perform ramp up services, such as failure to conduct activities in accordance with its Ramp-Up Plan, may be cause for denial of further allocations, contract suspension, disqualification from BIL WAP, and other legally available remedies, including initiating the Enforcement Process. Should Contractor's failure to perform under the Ramp-Up Agreement result in contract termination, Contractor shall repay its full allocation upon request from CSD. The Hearing contemplated in Article 10.4 is inapplicable for recovery stemming from termination of the Ramp-Up Agreement.

10.3.3.2 CSD reserves the right to review Contractor's submission of monthly EARS reports. Failure to submit timely or compliant EARS reports may be interpreted by CSD as noncompliance with Contractor's Ramp-Up Plan or this Agreement.

10.3.3.3 Monitoring During Performance Period. [Reserved.]

10.3.4 In accordance with the Uniform Guidance (2 CFR § 200.337), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to affect the purposes of this paragraph. In order to realize the objectives of this subparagraph and to ensure that the

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integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

**10.3.5 Collection of Disallowed Costs**

10.3.5.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.5.2 Time for response. Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.5.3 Notice after review of further supporting evidence. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 10.3.12.2, CSD shall, after consideration of Contractor's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 10.4, subparagraph 10.4.5.5 of this Agreement, for CSD's final determination of disallowed costs.

10.3.5.3.1 All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

10.3.5.3.2 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

**10.4 Enforcement Process - Noncompliance with Requirement of this Agreement**

**10.4.1 Tax-Exempt Status Requirement**

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued DOE grant reimbursements and participation under the Agreement. All 501(c)(3) contractors shall notify CSD within one (1) business day upon revocation of their tax-exempt status and cease all work performed under this Agreement. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to

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the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Agreement.

#### 10.4.2 General

The authority for CSD Enforcement Actions, as defined in paragraph 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively “Enforcement Process”) is found in the Code of Federal Regulations, and in state regulations, with particular reference to 22 CCR §100875. In order to facilitate compliance with the cited authorities, the Parties agree that the present article: 1) shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

#### 10.4.3 Enforcement Action, “High Risk” – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable and that Contractor’s financial condition is so tenuous that its ability to implement this Agreement is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor’s noncompliance constitutes a material breach of the Agreement, CSD may initiate an Enforcement Action. For purposes of this article, “Enforcement Action” means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor’s service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of “high risk” designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the “high risk” designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action(s) must be taken and completed.

10.4.3.3 For purposes of this article, “material breach” means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

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- 10.4.3.3.3 Has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant portion thereof;
- 10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
- 10.4.3.3.5 May have serious adverse effects and consequences on the Contractor’s customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or
- 10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

**10.4.4 Special Conditions and Sanctions**

- 10.4.4.1 “High risk” designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor’s performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in paragraph 10.4.3, above.
- 10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
  - 10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;
  - 10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
  - 10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
- 10.4.4.3 Special Conditions may include, but are not limited to:
  - 10.4.4.3.1 Obtaining training and/or technical assistance;
  - 10.4.4.3.2 The imposition of special or additional reporting requirements;

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- 10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;
- 10.4.4.3.4 The provision of documentation by Contractor; and/or
- 10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.
- 10.4.4.4 Sanctions may include, but are not limited to:
  - 10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or
  - 10.4.4.4.2 The issuance of stop-work orders.
- 10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines on the basis of credible information that:
  - 10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract, or
  - 10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and
  - 10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.
- 10.4.4.6 Review of Special Conditions and/or Sanctions.
  - 10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced;
  - 10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
  - 10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held

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expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 10.4.4.5 applies.

**10.4.5 Cost Disallowance**

10.4.5.1 If Contractor's non-compliance with the terms of this Agreement results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/ or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants, and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the

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response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subparagraph, CSD may either impose sanctions, as provided in subparagraph 10.4.4.4 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subparagraph 10.4.4.6.4 of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subparagraph 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Paragraph 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

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10.4.6 Contractor shall remain on “high risk” until CSD reasonably determines that Contractor has complied with the requirements of the Notice of “High Risk” Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor’s repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of “High Risk” Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor’s non-compliance with the terms and conditions of this Agreement are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove “high risk” designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights. The State retains lien rights on all funds advanced.

**10.5 Service Delivery and Expenditure Requirement [Reserved.]**

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**ARTICLE 11 – FEDERAL AND STATE POLICY PROVISIONS**

**11.1 Certifications**

11.1.1 Contractor’s signature affixed to the Agreement shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Contractor Certification Clauses (CCC 04/2017)

11.1.1.2 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

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

11.1.2 The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit the CSD LAP website at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

**11.2 Provisions for Federally Funded Grants**

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for DOE WAP funds and assures compliance with the purposes as set forth in 42 USC §§ 6861 et seq., as amended, and the BIL.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W-13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508 (Pub. L. 104-208), and No Verification Requirement For Nonprofit Charitable Organizations, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit charitable organizations are exempt from the requirement under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any

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applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)) (8 USC § 1642(d)).

**11.2.4 Federal Funding Accounting Accountability and Transparency Act Reporting Requirement (FFATA) (Pub. L. 109-282).**

Pursuant to the FFATA, CSD is required to report information regarding Contractors (sub-awardees) receiving federal funds. Contractor must complete CSD Form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

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

**11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters**

Contractor must certify in writing that to the best of its knowledge that it or any of its officers, or any subcontractors:

- 11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 11.3.2 Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and
- 11.3.4 Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- 11.3.5 If any of the above conditions are true for the Agreement or any of its officers, Contractor shall describe such condition and include it as an attachment to Part I of the Agreement. Based on the description, CSD in its discretion may decline to execute this contract or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be

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deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the BIL DOE WAP and annual DOE WAP.

**11.4 Affirmative Action Compliance**

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

11.4.2 The written program shall follow the guidelines Equal Employment Opportunity clause obligations set forth in 41 of the Code of Federal Regulations, Subtitle B, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.1 through 60-741.47.

11.4.3 11.4.3 Each Contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full, with the requirements thereof.

**11.5 Nondiscrimination Compliance**

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4212 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (regulations implementing Executive Orders 11246 and 11375) (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336, 42 USC § 12101 et seq.).

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**11.6 Contractor Fair Hearing – Civil Rights Act Violation**

- 11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.), Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
- 11.6.2 The HHS shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

**11.7 Specific Assurances**

11.7.1 Pro-Children Act of 1994

- 11.7.1.1 Smoking Prohibitions. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.
- 11.7.1.2 The above language must be included in any subawards that contain provisions for children’s services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made if the unit is a publicly owned building.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes (federal and Cal/OSHA); the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste

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Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by federal law under 2 CFR § 200.450.

11.7.6 Performance of Work in United States

All work performed under this Award must be performed in the United States to qualify for reimbursement.

11.7.7 Use of Program Income

If Contractor earns program income during the project period as a result of this Award, Contractor may add the program income to the funds committed to the Award and use to further eligible project objectives.

**11.8 Publications**

11.8.1 Contractor is encouraged to publish or otherwise make publicly available the results of the work conducted under the award, subject to compliance with Section 11.8.2 below.

11.8.2 An acknowledgment of BIL WAP support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

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*Acknowledgment:*

“This material is based upon work supported by the Department of Energy’s Bipartisan Infrastructure Law Weatherization Assistance Program, administered by the California Department of Community Services and Development, under Award Number 81.042.”

*Disclaimer:*

“This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

**11.9 Decontamination and/or Decommissioning (D&D) costs**

Notwithstanding any other provisions of this Agreement, neither the State nor Federal Government shall not be responsible for or have any obligation to the recipient for: (i) Decontamination and/or Decommissioning (D&D) of any of the recipient’s facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

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**ARTICLE 12 – GENERAL TERMS AND CONDITIONS**

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

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**ARTICLE 13 – DEFINITIONS**

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 USC §§ 6861 et seq.) and regulation (see 2 CFR Part 200 and 10 CFR Part 440), or as more specifically defined as:

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

Amendment: A formal change to the Contract 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 Contract.

Ancillary Supplies: [Reserved.]

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 Contract.

Automation Costs: Such expenditures may include, but are not limited to, any IT expense related to CSD System costs incurred including necessary upgrades to Contractor's system, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and start-up requirements related to IT automation needs. All costs reported in this line item must be directly related to program functions.

California Energy Commission (CEC) Climate Zone: [Reserved.]

Call-Back: [Reserved.]

Client Intake: [Reserved.]

Contract: 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.

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

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance or transitional in

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nature, to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

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

Certification Date: The date the applicant is deemed eligible and the agency commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: [Reserved.]

Certified Lead-Safe: [Reserved.]

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who are 19 years of age or younger.

Client Education/Counseling: [Reserved.]

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

Client Needs Assessment: [Reserved.]

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

Contractor Average Cost Per Unit (ACPU): Represents the maximum average cost per dwelling unit for weatherization services, defined as the aggregate of Total Program Operations and Major Vehicle and Equipment Purchases divided by number of units completed. Under this contract, the Contractor ACPU is set at \$8,009.

The formula for determining the Contractor ACPU is:

Total Program Operations + Major Vehicles and Equipment Purchases divided  
by Total Completed Units

Total Program Operations consists of the following:

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- Intake
- Outreach
- Direct Program Activities
- Minor Vehicle & Field Equipment (less than \$5,000)
- General Operating Costs
- Other Program Costs (refer to definition below)
- Automation Costs

Other Program Costs consist of the following:

- Wages – Field Staff
- Wages – Program Management & Support
- Workers’ Compensation
- Travel and Per Diem
- Disposal Fees
- Ancillary Supplies
- Waste Breakage
- Vehicle & Equipment Repair, Maintenance, Fuel
- Historic Preservation Review Costs

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

De Minimis Levels: [Reserved.]

Diagnostic Testing: [Reserved.]

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

Disposal Fees: [Reserved.]

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 (Pub. L. 94-385). The federal regulations for this program are in 10 CFR Part 440.

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.

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Electronic File: A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Elderly: An individual 60 years of age or older.

Energy Audit: An energy audit is an analysis tool intended to be used by the weatherization agencies for the purpose of determining a list of cost-effective measures for a specific dwelling. The REM/Design energy audit and TREAT are currently being used for the purposes of this Contract.

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

Environmental Inspection: [Reserved.]

Estimated Budget Allocation: The estimated dollar amount of DOE annual funding, based on the Final Allocation from the 2022 DOE BIL WAP Contract, used to facilitate the completion of budgets, fiscal and local planning efforts in the event this Contract is executed prior to federal authorization of the full annual allocation of DOE funding and funded under Continuing Resolution appropriations.

Evaporative Cooler Repairs: [Reserved.]

Final Allocation: [Reserved.]

General Heat Waste Measures: [Reserved.]

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone, travel and materials and activities to prevent exposure to COVID-19 as allowable program costs.

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 TRM.

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, smoke alarms, heating/cooling, mechanical ventilation, water heater repairs and replacements, thermostats, lead-safe weatherization and kitchen exhaust repair and replacements. When heating or cooling (and their associated thermostat) and water heaters will be repaired or replaced under BIL DOE WAP, these measures will require an energy audit. Costs associated with Health and Safety measures are limited to the allowable maximum amount specified in the BIL DOE WAP Budget and are excluded from the calculations for the Contract Average Cost Per Unit.

**BIL DOE WAP**  
**Standard Agreement – Ramp-Up**

Health and Safety Formula: Health and safety expenditures are limited to 5% of program operations as defined by DOE. The formula used to calculate the allowable maximum is:

Program Operations multiplied by 23%.

Where Program Operations are defined as:  
Program Costs less (Training & Technical Assistance + Liability Insurance +  
Vehicles & Equipment Purchases Over \$5,000 + Health & Safety)

Heating/Air Conditioning Appliance Repairs/Replacements: [Reserved.]

High Residential Energy User: [Reserved.]

Historic Preservation Review Costs: [Reserved.]

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 2022 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: [Reserved.]

Intake Date: [Reserved.]

Intellectual Property: Patents, trademarks, copyright, mask works, protected data, and other forms of comparable property protected by Federal law and foreign counterparts.

Knob and Tube Wiring: [Reserved.]

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.

Limited Home Repair: [Reserved.]

Major Vehicle and Field Equipment Costs: Actual Costs associated with the purchase of the vehicle, office equipment and field equipment \$5,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from the DOE is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing DOE pertaining to procurement standards.

**BIL DOE WAP**  
**Standard Agreement – Ramp-Up**

Materials: [Reserved.]

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

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. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment with per unit fair market value of \$5,000 or less used for the purpose of delivery of direct services. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing DOE pertaining to procurement standards.

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

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

Modified Dwelling Assessment: [Reserved.]

Multi-Unit Dwellings (MUDs) also known as Multi-Family Buildings (MFBs): Defined as residential dwelling structures containing multiple residential units within a single building, to include: duplexes, triplexes, fourplexes, and multi-unit apartments.

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 of the Department of Energy, in the discretion of DOE, may determine to be appropriate. For the purpose of the DOE BIL 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.

Nonprofit Charitable Organization: Defined in the Internal Revenue Code, Section 501(c)(3) (26 USC § 501(c)(3)). Section 501(c)(3) is a tax law provision granting exemption from the federal income tax to non-profit organizations. 501(c)(3) exemptions may 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

**BIL DOE WAP**  
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national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Other Program Costs: Other program costs include wages (field staff); wages (program management & support); workers' compensation; travel and per diem; disposal fees; ancillary supplies; waste breakages; vehicle & equipment repair, maintenance, fuel; historic preservation review costs.

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.

Primary Heating and Cooling Source: [Reserved.]

Priority List: [Reserved.]

Program: Weatherization services provided under 42 USC §§ 6861 et seq., as amended.

Program Income: Program income means gross income earned by CSD and/or Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 2 CFR § 200.307(f). Period of performance means the total estimated time interval between the start of an initial contract and the planned end date, which may include one or more funded portions, or budget periods.

REM/Design Energy Audit: [Reserved.]

Reweatherization: [Reserved.]

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 TRM.

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 calendar 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-

**BIL DOE WAP**  
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round salary. *Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database and Intake Form (CSD 43).*

Separate Living Quarters: [Reserved.]

Shelter: A dwelling unit or units whose principal purpose is to house on a temporary basis for individuals who may or may not be related to one another and who are not living in nursing homes, prisons, or similar institutional care facilities.

Single-Family Dwelling: A detached dwelling structure containing no more than one dwelling unit, or a duplex, triplex, or fourplex.

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

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 Contract.

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 Contract.

Targeted Retrofit Energy Analysis Tool (TREAT): [Reserved.]

Training and Technical Assistance (T&TA): T&TA activities are designed to aid in the development and skill of weatherization crewmembers and program staff in supporting the DOE program.

Travel and Per Diem: Travel and per diem requirements are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.475).

Vehicle Insurance: Insurance purchased for cars, trucks, and other vehicles related for the delivery of direct programs services.

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 19 years or under), disabled, and elderly persons (ages 60 or older).

Wages – Field Staff: The actual labor costs for related to weatherization supervisors, assessors, inspectors, crew members, and field personnel that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site.

Wages – Program Management and Support: [Reserved.]

**BIL DOE WAP  
Standard Agreement – Ramp-Up**

Waste Breakage: [Reserved.]

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal contractor training, safety training, and attendance at weatherization-related training to include EPD system training or other forms of weatherization training sponsored by DOE, CSD and/or other organizations. Related costs may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participating and attendance at policy advisory committee meetings and workgroups.

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

**BIL DOE WAP  
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**ARTICLE 14 – TABLE OF FORMS AND DOCUMENTS INCORPORATED BY  
REFERENCE**

The following forms and documents are available on the CSD Local Agencies Portal website at <https://agencies.csd.ca.gov/home/Pages/Home.aspx>.

**14.1 Forms to be returned with signed contract:**

- 14.1.1 BIL WAP Budget (CSD XXX);
- 14.1.2 DOE Weatherization Priority Plan Narrative (CSD 793);
- 14.1.3 BIL DOE WAP Production Plan (CSD XXX);
- 14.1.4 Certification Regarding Lobby/Disclosure of Lobbying Activities;
- 14.1.5 Executive Director and Board Roster (CSD 188); and
- 14.1.6 Federal Funding Accountability and Transparency Act Report (CSD 279).

**14.2 Additional Elements Integral to Contract**

- 14.2.1 BIL DOE WAP Ramp-Up Plan
- 14.2.2 BIL DOE WAP Weatherization Budget (CSD XXX);
- 14.2.3 BIL DOE WAP Allocation Spreadsheet (CSD XXX);
- 14.2.4 Contractor Certification Clauses (CCC 04/2017);
- 14.2.5 Current Insurance or Self-Insurance Authority;
- 14.2.6 Contractor’s 2023 DOE BIL WAP - Participation Requirements and Application;
- 14.2.7 Davis-Bacon Prevailing Wage Tracking Sheet; and
- 14.2.8 Buy American Form for Publicly Owned Buildings; and
- 14.2.9 Historic Preservation and National Environmental Policy Act (NEPA) Requirements Form.

**14.3 The following documents are hereby incorporated by this reference:**

- 14.3.1 BIL WAP Numbers, Contractors, Allocation, Estimated Units and Service Territories;
- 14.3.2 Reimbursement Rates for Weatherization Activities;
- 14.3.3 Training Policies and Procedures (TPPM) Training Tables; and
- 14.3.4 Supplemental Audit Guide.

**14.4 The following CPAs and CPNs are incorporated by reference**

- 14.4.1 [CPA-A-12-01](#) Procedure Guidance with NCB Procurement Worksheet;
- 14.4.2 [CPN-A-17-01](#) Equipment Use and Disposition Requirements;
- 14.4.3 [CPN-A-18-01](#) Program Income

**BIL DOE WAP  
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- 14.4.4 [CPA-E-18-005](#) Expenditure Reconciliation Policy and Procedure;
- 14.4.5 [CPN-E-19-001](#) Working Capital Advance;
- 14.4.6 [CPN-E-19-002](#) Energy Reimbursement Policies and Procedures;
- 14.4.7 [CPA-E-20-01E](#) Guidance and Program Relief for Local Service Providers Directly Impacted by the Novel Coronavirus (COVID-19)
- 14.4.8 [CPA-A-20-02](#) Administrative Relief from Loss of Operations Due to the Novel Coronavirus (COVID-19) Crisis;
- 14.4.9 [CPA-E-20-02](#) Modifications to the Stay-at-Home Order Issued under Executive Order N-33-20;
- 14.4.10 [CPA-E-20-03](#) Removal of previously issued CSD Energy Division Program Advisories and Program Notices;
- 14.4.11 [CPN-E-20-05](#) Transferring funds;
- 14.4.12 [CPN-E-21-01](#) Requirement for Reporting Partially Weatherized Dwellings Due to COVID-19 Public Health Emergency;
- 14.4.13 [CPA-E-21-02E](#) Revised Weatherization Forms Implementation; and
- 14.4.14 [CPA-E-21-04](#) Previously Weatherized DOE BIL WAP Dwelling Requirements.

4876-9603-1833, v. 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT - AMENDMENT**

STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

AGREEMENT NUMBER <b>22P-7020</b>	AMENDMENT NUMBER <b>2</b>	PURCHASING AUTHORITY NUMBER (if applicable)
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1. This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY NAME  
**Department of Community Services and Development**  
 CONTRACTOR NAME  
**Community Action Partnership of Riverside County**
2. The term of this Agreement is : **June 1, 2023 through June 30, 2029**
3. The maximum amount of this Agreement is: **Total \$7,639,879.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - i. The maximum amount of this Agreement payable to Contractor by the State has changed from \$6,312,214.00 to \$7,639,879.00, reflecting an increase of \$1,327,665.00
  - ii. The term of this Agreement has changed from June 1, 2023 through June 30, 2027 to June 1, 2023 through June 30, 2029.
  - iii. Articles 1.3.1, 1.3.2, 6.1, 6.1.2, 9.1, 10.5.1.3 and 13 are deleted in their entirety and replaced with the attached articles 1.3.1, 1.3.2, 6.1, 6.1.2, 9.1, 10.5.1.3 and 13.

All other terms and conditions shall remain the same.

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

Initial  
PS

DS  
EP

**CONTRACTOR**

**CALIFORNIA  
Department of General Services  
Use Only**

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

**Community Action Partnership of Riverside County**

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP

**2038 Iowa Avenue, Suite B-102, Riverside, CA 92507**

PRINTED NAME OF PERSON SIGNING

Heidi Marshall

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

*Heidi Marshall*

DATE SIGNED

12/15/2025

201F3596E02E493...

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**Department of Community Services and Development**

CONTRACTING AGENCY ADDRESS

**2389 Gateway Oaks Drive, Suite 100**

CITY

**Sacramento**

STATE

**CA**

ZIP

**95833**

PRINTED NAME OF PERSON SIGNING

**Chris Vail**

TITLE

**Chief Financial Officer**

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*CV*

DATE SIGNED

12/15/2025

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

DS  
SP

Exempt per \_\_\_\_\_



JASON WIMBLEY Director  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
(916) 576-7109  
[www.csd.ca.gov](http://www.csd.ca.gov)

November 19, 2025

Dear Executive Director:

The purpose of this letter is to provide you with information regarding your agency's Department of Energy (DOE) Infrastructure Investment and Jobs Act (IIJA) Weatherization Assistance Program (WAP) contract amendment effective November 1, 2025. The term of the contract has been extended through June 30, 2029.

This contract amendment obligates California's full DOE IIJA WAP grant award of \$125,309,027 (\$109,347,176 of which is allocated to the network). Though the amendment obligates the funds, local agencies will not have access to their full allocations until the Production Benchmarks defined in the contract have been met and DOE releases the full grant award. Please refer to the attached Allocation Spreadsheet for allowable expenditure categories and amounts broken down by phase. The following summarizes how the DOE IIJA WAP funding will be authorized in three separate allocations:

- Phase 1 provides for up to 50 percent of the total allocation available through the term of the contract.
- Phase 2 provides the Contractor with access to an additional 50 percent of the funding contingent upon CSD's determination that the Contractor has complied with the approved Production Plan Template, the Contractor has met Phase 1 requirements, and DOE has allowed full access to 100 percent of California's DOE IIJA WAP allocation after the state has achieved required DOE milestones.
- Phase 3 authorizes additional funding if CSD is in receipt of the full allocation, the Contractor submits a DOE IIJA Expenditure and Production Assessment Template (EPAT), and CSD approves the EPAT submission and Phase 3 allocation request.

During the Draft DOE IIJA WAP Amendment review period, feedback was received prompting CSD to delete provision 8.1.2.2 of the contract. Section 8.1.1.4 extends income eligibility from 120 days to twelve months, therefore 8.1.2.2 requiring weatherization services be completed within 180 days from the assessment date is no longer applicable. No other changes were made to the draft contract amendment before being finalized.

Local agencies must remain mindful of their overall Contractor Average Cost Per Unit (Contractor ACPU) as CSD will continue to monitor expenditures, production, and the ACPU throughout the life of the grant. DOE will utilize a multi-year average of the ACPU that encompasses the entire length of the contract.

Recipient Name  
November X, 2025  
Page 2

Attached is a contract checklist and other information needed for the execution of the contract. The contract packets must be completed and returned to CSD within 30 calendar days from the date of this letter for private nonprofit agencies and 45 calendar days for public agencies.

Sincerely,

*Jason Wimbley*

JASON WIMBLEY  
Director

## IIJA DOE WAP Contract Amendment Checklist Effective November 1, 2025

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### **General Comments and Requirements:**

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires correction. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

### **Contract Packet:**

**The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:**

- Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- Board resolution (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

### **Programmatic Contract Requirements (as applicable):**

- IIIJA DOE WAP Weatherization Budget form (CSD 570b)
- DOE Weatherization Priority Plan Narrative (CSD 793)\*\*
- IIJA DOE WAP Production Plan Template
- Executive Director and Board Roster (CSD 188) Not applicable if no changes have occurred.

**Please return both completed contract packets within 30 days (45 days for public agencies) via the DocuSign link that will be sent by CSD.**

\*\* Please Note: As a result of delays in receiving 2026 LIHEAP funding, CSD will not require submittal of an updated Production Plan Template (CSD 793) at time of execution for this contract amendment. CSD will request an updated Production Plan Template following the release of the 2026 LIHEAP contract.

# ALLOCATION SPREADSHEET

		PHASE 1 - RAMP-UP & PRODUCTION PERIOD							
Agency	Service Area	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Estimated Program*	Estimated H&S**	Total Allocation	
1	Spectrum Community Services, Inc.	Alameda	22P-7001	8	8,595	14,006	64,072	13,327	100,000
2	Amador-Tuolumne CAA	Amador, Calaveras, Tuolumne, Alpine, Mono	22P-7002	36	40,326	65,715	288,324	74,821	469,186
3	CAA of Butte County, Inc.	Butte	22P-7003	66	72,826	118,678	528,594	127,232	847,330
4	Glenn County Community Action Department	Colusa, Glenn, Trinity	22P-7004	14	16,015	26,099	112,126	32,097	186,337
5	Contra Costa Employment & Human Services Dept/CSB	Contra Costa	22P-7005	102	112,375	183,126	816,918	195,058	1,307,477
6	Del Norte Senior Center, Inc.	Del Norte	22P-7006	0	0	0	0	0	0
7	Fresno County Economic Opportunities Commission	Fresno	22P-7007	235	259,274	422,511	1,882,115	452,731	3,016,631
8	Redwood CAA	Humboldt, Modoc, Del Norte	22P-7008	25	27,933	45,520	200,225	51,322	325,000
9	Campeños Unidos, Inc.	Imperial, San Diego - Area A	22P-7009	152	167,030	272,191	1,217,368	286,793	1,943,382
10	Community Action Partnership of Kern	Kern	22P-7010	118	128,922	210,091	945,062	215,925	1,500,000
11	Kings Community Action Organization, Inc.	Kings	22P-7011	39	43,617	71,078	312,351	80,436	507,482
12	North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma,	22P-7012	51	55,866	91,039	408,459	94,636	650,000
13	Maravilla Foundation	Los Angeles - Area A, Ventura	22P-7013	273	300,818	490,212	2,186,457	522,513	3,500,000
14	Pacific Asian Consortium in Employment	Los Angeles - Area B	22P-7014	270	298,116	485,808	2,162,430	522,201	3,468,555
15	Long Beach Community Action Partnership	Los Angeles - Area C	22P-7015	236	260,083	423,831	1,890,124	452,016	3,026,054
16	Merced County CAA	Merced, Madera, Mariposa	22P-7016	135	148,754	242,409	1,081,215	258,362	1,730,740
17	Community Action Partnership of Orange County	Orange	22P-7017	202	222,450	362,504	1,617,818	385,421	2,588,193
18	Project GO, Inc.	El Dorado, Nevada, Placer	22P-7018	112	122,330	199,348	897,008	204,611	1,423,297
19	Plumas Co. Community Development Commission	Plumas, Sierra, Lassen	22P-7019	0	0	0	0	0	0
20	Community Action Partnership of Riverside County	Riverside	22P-7020	246	271,261	442,046	1,970,214	472,586	3,156,107
21	Community Resource Project, Inc.	Sacramento, San Joaquin, Sutter, Yuba	22P-7021	172	193,383	315,137	1,377,548	363,932	2,250,000
22	Community Action Partnership of San Bernardino County	San Bernardino, Inyo	22P-7022	245	270,262	440,419	1,962,205	471,598	3,144,484
23	Metropolitan Area Advisory Committee	San Diego - Area B	22P-7023	60	66,506	108,378	480,540	118,364	773,788
24	Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo	22P-7024	39	43,567	70,997	312,351	79,990	506,905
25	Community Action Commission of Santa Barbara County	Santa Barbara	22P-7025	7	8,595	14,006	56,063	21,336	100,000
26	Central Coast Energy Services, Inc.	Santa Cruz, Monterey, San Benito, San Mateo, Santa Clara, Marin, and San Francisco	22P-7026	356	392,555	639,707	2,851,204	683,891	4,567,357
27	Self-Help Home Improvement Project, Inc.	Shasta, Tehama	22P-7027	93	102,389	166,854	744,837	177,215	1,191,295
28	Great Northern Services	Siskiyou	22P-7028	27	30,082	49,021	216,243	54,654	350,000
29	Central Valley Opportunity Center, Incorporated	Stanislaus	22P-7029	98	107,847	175,747	784,882	186,314	1,254,790
30	Community Services & Employment Training, Inc.	Tulare	22P-7030	123	134,596	219,338	985,107	226,979	1,566,020
	TBD	TBD		0	0	0	0	0	0
TOTAL				3,540	3,906,373	6,365,816	28,351,860	6,826,361	45,450,410

\*Estimated Program derived by multiplying the Estimated Units by the maximum Average Cost Per Unit (ACPU) of \$8,009.

\*\*Estimated H&S is just the remaining balance after subtracting Allowable Admin, Allowable T&TA and Estimated Program.

# ALLOCATION SPREADSHEET

		PHASE 2 - PRODUCTION FUNDS IF PHASE 1 GOALS MET							
Agency	Service Area	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Estimated Program*	Estimated H&S**	Total Allocation	
1	Spectrum Community Services, Inc.	Alameda	22P-7001	8	8,595	14,006	64,072	13,327	100,000
2	Amador-Tuolumne CAA	Amador, Calaveras, Tuolumne, Alpine, Mono	22P-7002	37	40,325	65,714	296,333	66,814	469,186
3	CAA of Butte County, Inc.	Butte	22P-7003	66	72,827	118,677	528,594	127,232	847,330
4	Glenn County Community Action Department	Colusa, Glenn, Trinity	22P-7004	15	16,016	26,098	120,135	24,088	186,337
5	Contra Costa Employment & Human Services Dept/CSB	Contra Costa	22P-7005	102	112,375	183,126	816,918	195,058	1,307,477
6	Del Norte Senior Center, Inc.	Del Norte	22P-7006	0	0	0	0	0	0
7	Fresno County Economic Opportunities Commission	Fresno	22P-7007	234	259,273	422,512	1,874,106	460,740	3,016,631
8	Redwood CAA	Humboldt, Modoc, Del Norte	22P-7008	26	27,933	45,519	208,234	43,314	325,000
9	Campeños Unidos, Inc.	Imperial, San Diego - Area A	22P-7009	151	167,030	272,192	1,209,359	294,802	1,943,383
10	Community Action Partnership of Kern	Kern	22P-7010	117	128,922	210,091	937,053	223,934	1,500,000
11	Kings Community Action Organization, Inc.	Kings	22P-7011	40	43,617	71,078	320,360	72,426	507,481
12	North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma,	22P-7012	51	55,866	91,040	408,459	94,635	650,000
13	Maravilla Foundation	Los Angeles - Area A, Ventura	22P-7013	272	300,818	490,213	2,178,448	530,521	3,500,000
14	Pacific Asian Consortium in Employment	Los Angeles - Area B	22P-7014	270	298,115	485,808	2,162,430	522,203	3,468,556
15	Long Beach Community Action Partnership	Los Angeles - Area C	22P-7015	235	260,084	423,832	1,882,115	460,024	3,026,055
16	Merced County CAA	Merced, Madera, Mariposa	22P-7016	135	148,754	242,408	1,081,215	258,364	1,730,741
17	Community Action Partnership of Orange County	Orange	22P-7017	201	222,450	362,504	1,609,809	393,428	2,588,191
18	Project GO, Inc.	El Dorado, Nevada, Placer	22P-7018	111	122,329	199,348	888,999	212,621	1,423,297
19	Plumas Co. Community Development Commission	Plumas, Sierra, Lassen	22P-7019	0	0	0	0	0	0
20	Community Action Partnership of Riverside County	Riverside	22P-7020	246	271,262	442,047	1,970,214	472,584	3,156,107
21	Community Resource Project, Inc.	Sacramento, San Joaquin, Sutter, Yuba	22P-7021	172	193,383	315,136	1,377,548	363,933	2,250,000
22	Community Action Partnership of San Bernardino County	San Bernardino, Inyo	22P-7022	245	270,263	440,418	1,962,205	471,599	3,144,485
23	Metropolitan Area Advisory Committee	San Diego - Area B	22P-7023	61	66,505	108,377	488,549	110,357	773,788
24	Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo	22P-7024	40	43,568	70,998	320,360	71,979	506,905
25	Community Action Commission of Santa Barbara County	Santa Barbara	22P-7025	8	8,595	14,006	64,072	13,327	100,000
26	Central Coast Energy Services, Inc.	Santa Cruz, Monterey, San Benito, San Mateo, Santa Clara, Marin, and San Francisco	22P-7026	356	392,556	639,707	2,851,204	683,890	4,567,357
27	Self-Help Home Improvement Project, Inc.	Shasta, Tehama	22P-7027	93	102,390	166,853	744,837	177,215	1,191,295
28	Great Northern Services	Siskiyou	22P-7028	28	30,082	49,021	224,252	46,645	350,000
29	Central Valley Opportunity Center, Incorporated	Stanislaus	22P-7029	97	107,847	175,746	776,873	194,324	1,254,790
30	Community Services & Employment Training, Inc.	Tulare	22P-7030	122	134,597	219,338	977,098	234,986	1,566,019
	TBD	TBD		0	0	0	0	0	0
TOTAL				3,539	3,906,377	6,365,813	28,343,851	6,834,370	45,450,411

\*Estimated Program derived by multiplying the Estimated Units by the maximum Average Cost Per Unit (ACPU) of \$8,009.

\*\*Estimated H&S is just the remaining balance after subtracting Allowable Admin, Allowable T&TA and Estimated Program.

# ALLOCATION SPREADSHEET

		PHASE 3 - PRODUCTION FUNDS IF PHASE 1 & 2 MET							
Agency	Service Area	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Estimated Program*	Estimated H&S**	Total Allocation	
1	Spectrum Community Services, Inc.	Alameda	22P-7001	0	0	0	0	0	
2	Amador-Tuolumne CAA	Amador, Calaveras, Tuolumne, Alpine, Mono	22P-7002	15	16,964	27,644	120,135	32,627	197,370
3	CAA of Butte County, Inc.	Butte	22P-7003	28	30,635	49,924	224,252	51,632	356,443
4	Glenn County Community Action Department	Colusa, Glenn, Trinity	22P-7004	6	6,737	10,979	48,054	12,616	78,386
5	Contra Costa Employment & Human Services Dept/CSB	Contra Costa	22P-7005	43	47,272	77,035	344,387	81,316	550,010
6	Del Norte Senior Center, Inc.	Del Norte	22P-7006	0	0	0	0	0	0
7	Fresno County Economic Opportunities Commission	Fresno	22P-7007	100	109,068	177,736	800,900	181,289	1,268,993
8	Redwood CAA	Humboldt, Modoc, Del Norte	22P-7008	10	11,751	19,149	80,090	25,726	136,716
9	Campeños Unidos, Inc.	Imperial, San Diego - Area A	22P-7009	63	70,264	114,502	504,567	128,181	817,514
10	Community Action Partnership of Kern	Kern	22P-7010	48	54,233	88,378	384,432	103,955	630,998
11	Kings Community Action Organization, Inc.	Kings	22P-7011	12	13,480	21,967	96,108	25,280	156,835
12	North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma,	22P-7012	21	23,502	38,297	168,189	43,445	273,433
13	Maravilla Foundation	Los Angeles - Area A, Ventura	22P-7013	115	126,544	206,215	921,035	218,535	1,472,329
14	Pacific Asian Consortium in Employment	Los Angeles - Area B	22P-7014	114	125,407	204,363	913,026	216,306	1,459,102
15	Long Beach Community Action Partnership	Los Angeles - Area C	22P-7015	100	109,408	178,291	800,900	184,358	1,272,957
16	Merced County CAA	Merced, Madera, Mariposa	22P-7016	43	47,576	77,530	344,387	84,050	553,543
17	Community Action Partnership of Orange County	Orange	22P-7017	66	72,769	118,583	528,594	126,710	846,656
18	Project GO, Inc.	El Dorado, Nevada, Placer	22P-7018	45	51,460	83,859	360,405	103,008	598,732
19	Plumas Co. Community Development Commission	Plumas, Sierra, Lassen	22P-7019	0	0	0	0	0	0
20	Community Action Partnership of Riverside County	Riverside	22P-7020	103	114,110	185,954	824,927	202,674	1,327,665
21	Community Resource Project, Inc.	Sacramento, San Joaquin, Sutter, Yuba	22P-7021	80	81,350	132,567	640,720	91,860	946,497
22	Community Action Partnership of San Bernardino County	San Bernardino, Inyo	22P-7022	103	113,690	185,269	824,927	198,890	1,322,776
23	Metropolitan Area Advisory Committee	San Diego - Area B	22P-7023	25	27,977	45,590	200,225	51,714	325,506
24	Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo	22P-7024	13	14,195	23,133	104,117	23,718	165,163
25	Community Action Commission of Santa Barbara County	Santa Barbara	22P-7025	4	3,615	5,892	32,036	524	42,067
26	Central Coast Energy Services, Inc.	Santa Cruz, Monterey, San Benito, San Mateo, Santa Clara, Marin, and San Francisco	22P-7026	150	165,132	269,102	1,201,350	285,745	1,921,329
27	Self-Help Home Improvement Project, Inc.	Shasta, Tehama	22P-7027	30	33,647	54,832	240,270	62,736	391,485
28	Great Northern Services	Siskiyou	22P-7028	11	12,654	20,622	88,099	25,858	147,233
29	Central Valley Opportunity Center, Incorporated	Stanislaus	22P-7029	42	45,367	73,931	336,378	72,171	527,847
30	Community Services & Employment Training, Inc.	Tulare	22P-7030	50	56,620	92,267	400,450	109,433	658,770
	TBD	TBD		0	0	0	0	0	0
TOTAL				1,440	1,585,427	2,583,611	11,532,960	2,744,357	18,446,355

\*Estimated Program derived by multiplying the Estimated Units by the maximum Average Cost Per Unit (ACPU) of \$8,009.  
 \*\*Estimated H&S is just the remaining balance after subtracting Allowable Admin, Allowable T&TA and Estimated Program.

# ALLOCATION SPREADSHEET

		PHASE 1, PHASE 2 & PHASE 3 - TOTAL CONTRACT RELEASE							
Agency	Service Area	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Estimated Program*	Estimated H&S**	Total Allocation	
1	Spectrum Community Services, Inc.	Alameda	22P-7001	16	17,190	28,012	128,144	26,654	200,000
2	Amador-Tuolumne CAA	Amador, Calaveras, Tuolumne, Alpine, Mono	22P-7002	88	97,615	159,073	704,792	174,262	1,135,742
3	CAA of Butte County, Inc.	Butte	22P-7003	160	176,288	287,279	1,281,440	306,096	2,051,103
4	Glenn County Community Action Department	Colusa, Glenn, Trinity	22P-7004	35	38,768	63,176	280,315	68,801	451,060
5	Contra Costa Employment & Human Services Dept/CSB	Contra Costa	22P-7005	247	272,022	443,287	1,978,223	471,432	3,164,964
6	Del Norte Senior Center, Inc.	Del Norte	22P-7006	0	0	0	0	0	0
7	Fresno County Economic Opportunities Commission	Fresno	22P-7007	569	627,615	1,022,759	4,557,121	1,094,760	7,302,255
8	Redwood CAA	Humboldt, Modoc, Del Norte	22P-7008	61	67,617	110,188	488,549	120,362	786,716
9	Campeños Unidos, Inc.	Imperial, San Diego - Area A	22P-7009	366	404,324	658,885	2,931,294	709,776	4,704,279
10	Community Action Partnership of Kern	Kern	22P-7010	283	312,077	508,560	2,266,547	543,814	3,630,998
11	Kings Community Action Organization, Inc.	Kings	22P-7011	91	100,714	164,123	728,819	178,142	1,171,798
12	North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma,	22P-7012	123	135,234	220,376	985,107	232,716	1,573,433
13	Maravilla Foundation	Los Angeles - Area A, Ventura	22P-7013	660	728,180	1,186,640	5,285,940	1,271,569	8,472,329
14	Pacific Asian Consortium in Employment	Los Angeles - Area B	22P-7014	654	721,638	1,175,979	5,237,886	1,260,710	8,396,213
15	Long Beach Community Action Partnership	Los Angeles - Area C	22P-7015	571	629,575	1,025,954	4,573,139	1,096,398	7,325,066
16	Merced County CAA	Merced, Madera, Mariposa	22P-7016	313	345,084	562,347	2,506,817	600,776	4,015,024
17	Community Action Partnership of Orange County	Orange	22P-7017	469	517,669	843,591	3,756,221	905,559	6,023,040
18	Project GO, Inc.	El Dorado, Nevada, Placer	22P-7018	268	296,119	482,555	2,146,412	520,240	3,445,326
19	Plumas Co. Community Development Commission	Plumas, Sierra, Lassen	22P-7019	0	0	0	0	0	0
20	Community Action Partnership of Riverside County	Riverside	22P-7020	595	656,633	1,070,047	4,765,355	1,147,844	7,639,879
21	Community Resource Project, Inc.	Sacramento, San Joaquin, Sutter, Yuba	22P-7021	424	468,116	762,840	3,395,816	819,725	5,446,497
22	Community Action Partnership of San Bernardino County	San Bernardino, Inyo	22P-7022	593	654,215	1,066,106	4,749,337	1,142,087	7,611,745
23	Metropolitan Area Advisory Committee	San Diego - Area B	22P-7023	146	160,988	262,345	1,169,314	280,435	1,873,082
24	Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo	22P-7024	92	101,330	165,128	736,828	175,687	1,178,973
25	Community Action Commission of Santa Barbara County	Santa Barbara	22P-7025	19	20,805	33,904	152,171	35,187	242,067
26	Central Coast Energy Services, Inc.	Santa Cruz, Monterey, San Benito, San Mateo, Santa Clara, Marin, and San Francisco	22P-7026	862	950,243	1,548,516	6,903,758	1,653,526	11,056,043
27	Self-Help Home Improvement Project, Inc.	Shasta, Tehama	22P-7027	216	238,426	388,539	1,729,944	417,166	2,774,075
28	Great Northern Services	Siskiyou	22P-7028	66	72,818	118,664	528,594	127,157	847,233
29	Central Valley Opportunity Center, Incorporated	Stanislaus	22P-7029	237	261,061	425,424	1,898,133	452,809	3,037,427
30	Community Services & Employment Training, Inc.	Tulare	22P-7030	295	325,813	530,943	2,362,655	571,398	3,790,809
	TBD	TBD		0	0	0	0	0	0
<b>TOTAL</b>				<b>8,519</b>	<b>9,398,177</b>	<b>15,315,240</b>	<b>68,228,671</b>	<b>16,405,088</b>	<b>109,347,176</b>

\*Estimated Program derived by multiplying the Estimated Units by the maximum Average Cost Per Unit (ACPU) of \$8,009.  
 \*\*Estimated H&S is just the remaining balance after subtracting Allowable Admin, Allowable T&TA and Estimated Program.

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**PREAMBLE**

This subvention contract, for the implementation of the U.S. Department of Energy (DOE) Infrastructure Investment and Jobs Act (IIJA) Weatherization Assistance Program (WAP) for program years 2023 to 2029 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD” or “Department”) and the contractor named on Form STD. 213, the face sheet of this document (“Contractor”) (collectively, the “Parties”), and shall be enforceable on the date last signed.

**RECITALS**

WHEREAS:

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA, Public Law (Pub. L.) 117-58), also referred to as the Bipartisan Infrastructure Law (BIL). Among other provisions, the IIJA increases DOE funding for local weatherization efforts.

Title V, the IIJA, Funding for Energy Efficiency and Building Infrastructure, provides \$3.5 billion in supplemental funding for WAP, an existing federal program.

Title IV, the Energy Conservation and Production Act, as amended, authorizes the DOE to administer WAP (42 USC § 6861 et seq.).

The IIJA amends the current DOE WAP statute for the supplemental grant program (IIJA WAP) by applying wage requirements of section 41101 to work performed on multifamily buildings with five or more units. The IIJA also contains “flow-down requirements” which apply to IIJA WAP, including the Davis-Bacon prevailing wage, Build America, Buy America (BABA), National Historic Preservation Act, and National Environmental Policy Act (NEPA) requirements.

Based on the urgency of the economic conditions and grant expenditure timeframes, the DOE expects CSD to develop and implement a production plan over the first 18 months to prepare for meeting IIJA WAP goals and expectations. Considering this urgency, some of the requirements and elements of the subject program have not been fully elaborated by the Federal Government and, consequently, the needed enabling measures and actions by the State of California are in preliminary form.

Now, therefore, in consideration of the facts stated above, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, the Parties agree as follows:

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- A. That the Parties shall be guided by and subject to the provisions of IIJA, IIJA-related legislation, and all Federal and State laws, regulations, directives, guidance, and circulars issued for the purpose of implementing the IIJA DOE WAP (hereinafter “IIJA WAP”), including but not limited to forthcoming DOE Weatherization Program Notices (WPNs) and Memoranda.
- B. Because some requirements of the IIJA WAP lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like, CSD shall provide Contractor with specific IIJA WAP requirements as they are issued or are otherwise made available to CSD by the Federal Government, which requirements shall be binding on the Contractor as a condition of the Contractor’s participation in, and receipt of funds under the IIJA WAP, PROVIDED:
1. That such additional requirements shall be issued by CSD in writing in the form of IIJA WAP program guidance, bulletins and/or directives.
  2. That such additional requirements shall be issued by CSD in most timely and expeditious manner practicable.
  3. That such additional requirements shall be reasonably necessary for the Parties’ administration of IIJA WAP and to realize the purposes of the IIJA.
  4. That major and material changes in the IIJA WAP and/or IIJA WAP requirements which substantially affect the Contractor’s and/or CSD’s ability to fulfill their contractual obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement.
  5. That the Parties’ failure to execute a mutually acceptable amendment, as contemplated in subparagraph B. 4. above, within a reasonable period, given the exigencies of the IIJA WAP, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
  6. That upon CSD’s good faith determination, delivered to the Contractor by written notice, that agreement between the Parties to any necessary amendment as contemplated in subparagraph B. 4. above, cannot be achieved, then this Agreement shall be “closed out” and the funds disposed in accordance with established CSD procedure and policy and as required under Federal and State law.
- C. That the Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules, and procedures as are applicable to the Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of IIJA WAP and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above, to include, but not be limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of

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actions by the Federal and State Governments in accordance with the IIJA WAP. Should the Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to CSD as soon as practicable.

**ARTICLE 1 - SCOPE OF WORK**

**1.1. General**

- 1.1.1. The Department of Energy (DOE) Weatherization Assistance Program (WAP) has received an additional allocation under the provisions of the Infrastructure Investment and Jobs Act (IIJA), and is subject to the guidance, directives and applicable laws and regulations of the Federal Government and the State of California. Contractor agrees to provide weatherization assistance services pursuant to the IIJA WAP to eligible participants residing in the service area described in Section 1.2, in accordance with all applicable federal and state statutes and regulations.
- 1.1.2. The IIJA WAP Assistance number is 81.042. The award is fully funded through the United States Department of Energy.
- 1.1.3. Title IV, Energy Conservation and Production Act (ECPA), as amended, authorizes the DOE to administer the WAP (42 USC § 6861 et seq.). All awards made under this Program shall comply with applicable laws and regulations including, but not limited to, the Code of Federal Regulations (CFR) at 10 CFR Part 440, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200, and the IIJA.

**1.2. Service Area**

- 1.2.1. Contractor shall perform services in their designated Service Area as specified on the 2022 DOE IIJA Allocation Spreadsheet as listed on CSD's Local Agencies Portal (LAP) under the subject header Final DOE IIJA [Contracts](#).
- 1.2.2. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes Listing on the LAP to determine the zip codes for their respective service area.
- 1.2.3. Service Delivery Outside Traditional DOE WAP Service Area.

Contractor, through an agreement or understanding with another LIHEAP or DOE WAP service provider, may opt to provide IIJA WAP services on behalf of the

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other service provider to one or more counties outside of Contractor’s assigned Service Area (referred to as “agreed-upon service area”). IIJA WAP activities performed by the Contractor in the agreed-upon service area(s) are subject to the performance, expenditure, and administrative requirements as specified in this agreement. Contractor’s Production Plan Template must accurately describe the estimated number of units Contractor intends to serve, by county, including the estimated number of units in each agreed-upon service area, by county, if any.

**1.3. Agreement Term, Amount, and Performance Benchmarks**

1.3.1. Term. The term shall be June 1, 2023, through June 30, 2029, as specified on the face sheet (Form STD 213) of this Agreement and is divided into two periods:

1.3.1.1. **Ramp-Up Period.** During the Ramp-Up Period from June 1, 2023 – October 31, 2023, Contractor shall conduct activities consistent with its approved Ramp-Up Plan, as specified in Section 1.3.1.1.1 of this Agreement, to prepare for the provision of weatherization services during the Production Period. Contractor is eligible to receive up to 15% of its total allocation during the Ramp-Up Period.

1.3.1.1.1. As further described in Section 5, Article 4, the scope of work for the Ramp-Up Period includes Client Education/Counseling Services, Training and Technical Assistance, and procurement of vehicles, field equipment and subcontractor services, consistent with Contractor’s approved Ramp-Up Plan. **Intake and Direct Program Activities (e.g., weatherization services) are not allowed and shall not be reimbursed under during the Ramp-Up Period.**

1.3.1.1.2. Upon CSD’s determination that Contractor met the minimum requirements set forth in its Ramp-Up Plan, Contractor will be eligible to proceed to the Production Period – Phase 1. Ramp-Up Plan activities may continue after October 31, 2023, based on operational need, and as determined by CSD and Contractor.

1.3.1.2. **Production Period.** Contractor may begin providing weatherization activities during the Production Period. Allowable activities include Administrative, Training and Technical Assistance, and Program Operations as referenced in Article 5. During the Production Period,

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Contractor may begin intake and direct program activities for single family and multifamily buildings of four units or fewer.

1.3.1.2.1. CSD will amend this Agreement to establish the requirements for the Production Period to allow for intake and direct program activities for multifamily buildings with five or more units, consistent with DOE guidance once received. Contractor may not begin, and will not be reimbursed for, any services or activities for multifamily units with five or more units completed prior to the issuance of a CPN or execution of a contract amendment.

1.3.1.2.2. Contractor will be eligible to receive additional allocation shares of IIJA WAP grant funds during certain Phases of the Production Period once CSD determines Contractor has met the minimum requirements/benchmarks corresponding to that Period and Phase, and upon CSD receipt of DOE funding corresponding with that Phase, as described below.

1.3.1.2.3. Phase 1 Benchmarks (November 1, 2023 – June 30, 2026): Contractor is eligible to receive up to 35% of its allocation (in addition to the 15% during the Ramp-Up Period, for a total of 50% of its allocation). The issuance of this allocation share of IIJA WAP grant funds is conditioned on the Contractor's completion and CSD's approval of its IIJA WAP Production Plan Template. Contractor must complete 40% of its total estimated units and expend at least 40% of its total allocation by the end of Phase 1. An updated IIJA WAP Production Plan Template must be submitted to and approved by CSD as part of this amendment.

1.3.1.2.4. Phase 2 Benchmarks (July 1, 2026 – June 30, 2027): Contractor shall complete 100% of its total estimated units for Phase 1 and 2 and expend 100% of its total allocation for Phase 1 and 2 by the conclusion of the Production Period - Phase 2.

1.3.1.2.5. Phase 3 Benchmarks: Contractor shall complete and submit for CSD approval a DOE IIJA Expenditure and Production Assessment Template (EPAT), reflecting expenditures and completed unit projections for the Phase 3 period, by April 1, 2027. The approved DOE IIJA EPAT shall establish

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expenditure and completed unit production targets for the  
Phase 3 production period.

- 1.3.2 Agreement Amount. The maximum amount Contractor is eligible to receive is represented on the face sheet of the Standard Agreement Form STD 213. The Agreement amount will be disbursed in separate allocations during the Ramp-Up and Initial Production Period – Phase 1, and Production Period – Phase 2 as indicated on the 2022 DOE IIJA Allocation Spreadsheet. An additional allocation may be issued for Production Period - Phase 3 subject to requirements outlined in 1.3.2.3 below.
- 1.3.2.1. Phase 1 (Ramp-up/Initial Production): Between June 1, 2023 and June 30, 2029, the Contractor will be eligible to receive an allocation of up to fifty percent (50%) of the maximum amount represented on the 2022 DOE BIL IIJA Allocation Spreadsheet of this Agreement.
- 1.3.2.2. Phase 2 (Production Period): Release of Contractor’s Phase 2 allocation as listed on the 2022 DOE IIJA Allocation spreadsheet is contingent upon of the following:
- 1.3.2.2.1 CSD’s determination that Contractor has complied with the approved Production Plan Template;
- 1.3.2.2.2 CSD’s determination that Contractor has met minimum requirements and/or benchmarks for Phase 1 and has met DOE IIJA WAP Performance requirements; and
- 1.3.2.2.3 DOE’s release of one hundred percent (100%) of California’s DOE IIJA WAP allocation.
- 1.3.2.3. Phase 3 (Production Period): Contractor may be eligible to receive an additional allocation as specified on the 2022 DOE IIJA Allocation Spreadsheet contingent on the following:
- 1.3.2.3.1. Meets Phase 2 benchmark.
- 1.3.2.3.2. No later than April 1, 2027, Contractor submits an updated DOE IIJA Expenditure and Production Assessment Template (EPAT) in accordance with section 10.5.1.3 outlining a plan to expend any remaining Phase 1 and 2 contract funds and any allocation of Phase 3 contract funds. CSD reserves the right to modify the Contractor’s Phase 3 allocation in

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accordance with section 10.5.1.4.

- 1.3.2.3.3. IIJA EPAT submission and Phase 3 contract allocation request.
- 1.3.2.4. Eligibility to Receive Subsequent Allocations. CSD will determine Contractor's eligibility to receive subsequent allocations based upon compliance with the approved Ramp-Up Plan, Production Plan Template, Contractor meeting minimum benchmarks, and IIJA WAP Performance requirements.
- 1.3.2.5. Failure to complete required activities, comply with findings and directives issued by CSD and/or DOE, may result in CSD issuing findings and directives, delay of Contractor's subsequent allocation, contract suspension or termination, and a demand for repayment. CSD reserves the right to amend contracts and adjust allocations for nonperforming contractors.
- 1.3.2.6. The Ramp-Up allocation allows contractors to prepare for the provision of services during the Production Period. If the Agreement is terminated prior to the initiation of Production Period – Phase 1 or if Contractor fails to complete any units during Production Period – Phase 1, Contractor may be required to reimburse CSD for up to the full amount received under this Agreement, including reimbursement for incurred administrative and program costs paid to the Contractor from the Ramp-Up and/or Production Period – Phase 1 allocation.

**1.4. Program Authorities: Requirements, Standards, and Guidance**

- 1.4.1. Contractor shall comply with applicable federal, state, and local laws and regulations, as those laws and regulations may be amended from time to time, including but not limited to the Bipartisan Infrastructure Law (Pub. L. 117-58), the Energy Conservation and Production Act (42 USC § 6861 et seq.); 10 CFR Part 440; the Energy Policy Act of 2005; the Energy Independence and Security Act of 2007, and other procedures applicable as DOE may, from time-to-time, prescribe for the administration of financial assistance. Contractor shall comply with additional guidance issued by the DOE and U.S. Department of Labor (DOL) applicable to WAP and IIJA WAP.
- 1.4.2. Conflicts of Laws.

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Contractor shall comply with all applicable requirements, standards, and guidelines as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Agreement directly conflict with any State law or regulation, or any provision of this Agreement, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to grants allows for the application of state law.

- 1.4.3. Contractor shall comply with CSD-issued program guidance as a condition of participation and receipt of funds under IIJA WAP, provided:
  - 1.4.3.1. The federal and state laws, regulations, and other authorities referenced in this section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at the CSD LAP.
  - 1.4.3.2. That such guidance shall be issued by CSD in writing in the form of “CSD Program Notice (CPN) No. XX-XX” posted at the CSD LAP.
  - 1.4.3.3. That such guidance shall be issued by CSD in writing in the form of “CSD Program Advisory (CPA) No. XX-XX” posted at the CSD LAP.
  - 1.4.3.4. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable.
  - 1.4.3.5. That such guidance shall be reasonably necessary to realize the purposes of IIJA WAP.
  - 1.4.3.6. That major and material changes in the program and requirements which substantially affect the Contractor’s and CSD’s ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement.
  - 1.4.3.7. Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance.

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**ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE**

**2.1. State Contracting Requirements – “General Terms and Conditions (GTC 02/2025)”**

2.1.1 In accordance with State law and contracting requirements, specified contracting terms and conditions are made a part of this Agreement. The provisions are available in Article 12 of this Agreement and are fully binding on the parties.

**2.2. Contractor’s Option of Termination**

2.2.1. Notwithstanding other provisions in the Agreement, Contractor may, at Contractor’s sole option, elect to terminate this Agreement during any Production Period Phase rather than adhere to the procedures set out in Article 1.4.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Agreement is unjustifiably onerous or otherwise counter to Contractor’s legitimate business interests and ability to implement the Agreement in an effective and reasonable manner, provided:

2.2.1.1. The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested.

2.2.1.2. The notice of termination shall be effective 30 calendar days after receipt by CSD.

2.2.1.3. The notice of termination contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2. If Contractor purchased major vehicles or field equipment with its Ramp-Up allocation and intends to terminate the Agreement prior to completing any units and/or maintains a ACPU in excess of the \$8,009 Contractor ACPU limit, the Contractor must notify CSD in writing of its disposition plans for acquired vehicles and field equipment prior to or contemporaneous with its notice of termination. Contractor agrees to adhere to any CSD-issued CPNs or CPAs establishing an internal disposition policy for BIL WAP major vehicle and equipment purchases. Contractor is informed that DOE may require reimbursement of the full cost of the vehicle, even if Contractor suffered a loss in the disposition (e.g., due to depreciation), or reimbursement with the full sale price if Contractor earned a profit off the sale.

2.2.3. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the Agreement. Such reimbursement shall be in accordance with

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the program guidance and Agreement provisions in effect at the time the cost was incurred. Contractor is responsible for adhering to the Contractor Average Cost Per Unit (Contractor ACPU) and related provisions. If Contractor exercises its Option of Termination, Contractor is responsible for disposing or transferring equipment and other capital expenditures to a qualifying program pursuant to federal regulations, including 2 CFR § 200.313 and § 200.439, and any applicable CSD-issued disposition policies.

- 2.2.4. Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.
- 2.2.5. CSD may at its option procure a temporary replacement provider, and may at its option designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

**2.3. Budget Contingencies**

2.3.1. Federal Budget Contingency

- 2.3.1.1. Because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the State by the United States Government.
- 2.3.1.2. If federal funding for the IIJA WAP is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may, at its option, give written notice of termination without further obligation by either party except for contract close-out obligations or final settlement.
- 2.3.1.3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations, or conditions. Failure of the parties to reach an agreement on such amendment shall render this Agreement without force and effect.

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2.3.1.4. Subject to the provisions of subparagraph 2.3.2.2, CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2. State Budget Contingency

2.3.2.1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2.3.2.2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

**2.4. Miscellaneous Provisions**

2.4.1. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

2.4.2. Merger/Entire Contract. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire contract and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3. Severability. If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

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2.4.4. Notices. Unless otherwise provided herein, notice given by the Parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.4.4.1. To Contractor's address of record; and

2.4.4.2. To CSD at:

Department of Community Services and Development  
Energy Field Operations  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

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**ARTICLE 3 – CONTRACT CHANGES**

**3.1. Amendment**

- 3.1.1. Changes to this Agreement shall be made by formal amendment with exceptions specified for minor modifications.
- 3.1.2. For this IIJA WAP Agreement CSD anticipates amending to add additional DOE guidance, including but not limited to specific requirements for the Production Period, Davis-Bacon wage rate and other flow-down requirements.
- 3.1.3. Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations or ability to fulfill its obligations under this Agreement. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

**3.2. Minor Modification**

- 3.2.1. Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
- 3.2.2. Minor Modifications shall not affect the maximum limits set for specific line items under this Agreement, e.g., administrative costs, health and safety.
- 3.2.3. Modification Request: Funds and Budget. To request a minor modification to this Agreement, Contractor shall submit a Request for Amendment/Modification Energy, Form CSD 509, an updated budget if applicable, and a justification supporting the funds transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via mail.

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**ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES**

**4.1 Board Roster, Bylaws, Resolution, and Minutes**

- 4.1.1. Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of its governing board members, including contact information for each board member at a location other than the Contractor’s offices, and the most recent version of the organizational bylaws. Contractor shall notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer, and board roster within 30 calendar days of such occurrence.
- 4.1.2. Contractor’s governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by the signature of a Board Chair, affixed to the signature page of this Agreement, or by any lawful delegation of such authority that is consistent with Contractor’s bylaws.
- 4.1.3. Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that applies to any contract entered by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Contractor shall provide either a specific or current general resolution to CSD as a condition of contract execution by CSD.
- 4.1.4. If the Contractor’s board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the WAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

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**4.2 Internal Controls**

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement and shall include:

- 4.2.1. Segregation of duties appropriate to safeguard state assets;
- 4.2.2. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;
- 4.2.3. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;
- 4.2.4. Established practices to be followed in the performance of duties and functions;
- 4.2.5. Personnel of a quality commensurate with their responsibilities; and
- 4.2.6. Effective internal reviews.

**4.3 Record Retention**

- 4.3.1. All records maintained by Contractor shall meet the Record Retention and Access requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") (2 CFR §§ 200.334-200.338).
- 4.3.2. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings, or other pending matters, whichever is later. Should the federal government establish additional regulations applicable to the retention of documents associated with IIJA WAP, during the contract term which are more restrictive or strict than required under this contract, Contractor shall adhere to the additional requirements.
- 4.3.3. Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974 (5 USC § 552a),

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as amended, and Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), as amended.

- 4.3.4. To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are “backed-up” or copied, utilizing appropriate, secure technology and operational procedures to avoid unauthorized access, permanent loss, or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

**4.4 Insurance and Fidelity Bond**

4.4.1. General Requirements

- 4.4.1.1. Contractor shall maintain the effective insurance policies and bonds, specified below, always during the term of this Agreement.
- 4.4.1.2. Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subparagraph 4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Agreement.
- 4.4.1.3. In the event insurance coverage expires during the term of this Agreement, Contractor shall provide, within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Agreement. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
- 4.4.1.4. New Certificates of Insurance are subject to review for content and form by CSD. Certificates of Insurance must be submitted electronically via email to: [PSU@csd.ca.gov](mailto:PSU@csd.ca.gov).
- 4.4.1.5. In the event Contractor fails to always keep in effect the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Agreement.

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- 4.4.1.6. Except for workers' compensation and fidelity bond, Contractor shall ensure the State is named as additional insured on all certificates of insurance required under this Agreement.
- 4.4.1.7. CSD may suspend the issuance of other CSD contracts, as well as reimbursement payments, until Contractor provides evidence of the required current insurance coverage to CSD.
- 4.4.1.8. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).
- 4.4.2. Self-Insurance
  - 4.4.2.1. When Contractor is a self-insured governmental entity, the State, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Agreement.
  - 4.4.2.2. Governmental entities shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.
  - 4.4.2.3. If a governmental entity's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. Contractor shall submit this letter at the time of contract execution or within 30 calendar days thereafter.
- 4.4.3. Workers' Compensation Insurance
  - 4.4.3.1. During the term of this Agreement, Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
  - 4.4.3.2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued

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by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4. Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1. Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount set forth under this Agreement.

4.4.4.3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5. General Liability Insurance

4.4.5.1. Contractor shall maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

4.4.5.2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of compliance with general liability insurance requirements.

4.4.6. Vehicle Insurance

4.4.6.1. Contractor shall maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

4.4.6.2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the

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term of this Agreement non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work shall not be within the scope of employment.)

- 4.4.6.3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

#### **4.5 System Security Requirements**

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The Parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) 5100, 5300.5 and 5340:

##### **4.5.1. Data Protection**

- 4.5.1.1. Data exchanged between CSD and Contractor must be limited to the data fields included in the Data Transfer Rules (DTR) documents posted on the Weatherization Reporting tab located within [CSD's LAP](#). No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- 4.5.1.2. Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.
- 4.5.1.3. To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such

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guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer and retention requirements.

- 4.5.1.4. Data exchanged between CSD and Contractor via email communication must have all personal identifiable information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.
  
- 4.5.2. Contractor Systems Security
  - 4.5.2.1. The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.
  - 4.5.2.2. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.
  - 4.5.2.3. Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.
  - 4.5.2.4. Contractor shall securely destruct data by sanitizing media prior to disposal.
  
- 4.5.3. Trusted Behavior Expectations. CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the consent of the owner.
  - 4.5.3.1. Incident Reporting. Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated

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herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

- 4.5.3.2. **Audit Trail Responsibilities.** Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.
- 4.5.4. **Data Sharing Responsibilities.** Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

**4.6 Travel and Per Diem**

- 4.6.1. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the Uniform Guidance (2 CFR § 200.475), or any amendments thereto, as applicable.
- 4.6.2. Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back-up documentation for compliance monitoring. Out-of-State travel is limited to two staff per agency per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536 and approved by CSD. Contractor must seek preapproval, prior to travel, for non-preapproved conferences, or when more than two staff are attending an event (including pre-approved conferences). For IIJA WAP the following conferences are pre-approved: NEAUC, Energy OutWest, NCAP, and NASCSP. Contractor may charge IIJA WAP Training and Technical Assistance Costs to Out-of-State travel.
- 4.6.3. In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement not to exceed federal per diem limits.

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**4.7 Conflict of Interest**

- 4.7.1. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- 4.7.2. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 2 CFR § 200.318.
- 4.7.3. Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to IJJA WAP and the implementation of this Agreement shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.
- 4.7.4. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 4.7.5. Contractor shall not provide IJJA WAP services or benefits in situations where an actual or perceived conflict of interest exists unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification

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(CSD 678), in advance of providing weatherization services. Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

- 4.7.6. Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Contractor is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)). The Contractor must disclose in writing any potential or actual organizational conflict of interest to CSD. CSD may share the disclosure with DOE. The Contractor must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included in the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the recipient must procure goods and services from other sources when using project funds.

#### **4.8 Procurement Standards**

##### Contract Administration

- 4.8.1. Maintenance of written procurement procedures. Contractor shall comply with all federal and state rules and regulations governing Annual DOE WAP grants pertaining to procurement, including the Uniform Guidance and amendments thereto, and pursuant to [CPA-A-12-01](#). Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 2 CFR § 200.317 through § 200.327 or any subsequent amendments to these standards, and the applicable provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open, and free competition.
- 4.8.2. Eligible Bidders. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. To ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offeror whose bid or

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offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be adequately and fairly evaluated by the recipient.

- 4.8.3. All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Agreement shall be used solely for the activities allowed under this Agreement, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Agreement.
- 4.8.4. CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing the subcontract for each of the following procurement transactions:
  - 4.8.4.1. Any articles, supplies, equipment, or services having a per-unit cost of \$10,000 or more; or
  - 4.8.4.2. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 4.8.5. Disposition of a Leased Vehicle. If Contractor utilizes leased vehicles, then any disposition fees are the full responsibility of the Contractor. A disposition fee, or a turn-in fee, is a charge to return a leased vehicle to cover the cost of cleaning up and repurposing your old car for resale. Disposition fees are not reimbursable.
- 4.8.6. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.
- 4.8.7. Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

**4.9 Use of Disposition of Vehicles and Equipment**

- 4.9.1. To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Guidance governing the acquisition of equipment with federal funds set forth in 2 CFR § 200.313.

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- 4.9.2. To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to [CPN-A-17-01](#) or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records. Pursuant to DOE Guidance (including WPN 22-1, IIJA WPN 22-1, and WPN 17-6), vehicle and equipment purchases must be charged to Program Operations, and the purchase prices are included in the Contractor Average Cost Per Unit (Contractor ACPU).
- 4.9.3. Contractor shall provide the information specified in [CPN-A-17-01](#), including any supporting documents, to CSD upon request.
- 4.9.4. Limitation on Use of Funds. Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.
- 4.9.5. Contractor shall repay the entire allocation used to purchase vehicles and equipment if Contractor terminates participation in BIL WAP during the Ramp-Up Period or enters the Production Period but fails to provide direct services to any qualifying clients. Contractor will not be entitled to reimbursement for depreciation or the difference if the vehicle or equipment is sold for less than the purchase price. Contractor shall comply with CSD disposition policies and procedures, and any applicable DOE guidance.

**4.10. Subcontracts**

- 4.10.1 Contractor may enter subcontract(s) to provide services pursuant to this Agreement in the Service Areas specified herein. Contractor's subcontracts must require that parties comply with all applicable provisions of this Agreement. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.
- 4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set

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forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

- 4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, contract term, and program description of each subcontractor activity to be performed by the subcontractor.
- 4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at <https://www.sam.gov/>.
- 4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- 4.10.6 Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Guidance (2 CFR § 200, Subpart E – Cost Principles).
- 4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event the State suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Agreement.
- 4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse against the

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State over matters involving subcontracts entered into for the implementation of this Agreement, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts or criminal acts and other misconduct.

- 4.10.9 Nothing in this Agreement creates or implies a contractual relationship between the State and any subcontractor or creates any obligation by the State to any subcontractor. Contractor is liable to the State for damages to the State for the acts and omissions of its subcontractors that occur in connection with the implementation of this Agreement. Contractor’s obligation to pay its subcontractors is independent of any obligation of the State to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of the State to pay or ensure payments to subcontractors.
- 4.10.10 Contractor shall ensure that subcontractors providing labor or mechanic services employed in the performance of construction, alteration, or repair work on any projects assisted in whole or in part by Federal Government pursuant to the IIJA for multi-family buildings with five or more units shall be paid wages at rates not less than those prevailing on similar projects in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- 4.10.11 Contractor shall ensure that for grants, cooperative agreements, and loans under the IIJA, the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts more than \$2,000 for construction, alteration or repair (including painting and decorating).

**4.11 Complaint Management Policies and Procedures**

- 4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under IIJA WAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
- 4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, “formal complaint” means a written complaint filed with the Contractor by the complainant.
- 4.11.3 If the Contractor’s efforts did not result in a resolution, the Contractor may refer the complainant to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting

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documentation that indicates the nature and extent of Contractor’s effort to resolve the issue.

4.11.4 The CSD Field Representative shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency or the Governor’s Office regarding the complaint.

**4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor**

4.12.1 Contractor shall establish a written appeal process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor’s process shall include, at a minimum, all the requirements of 22 CCR § 100805(b), plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD.

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor’s final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD’s Energy Services Division.

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant’s appeal of a Contractor’s denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD’s decision following the appeal and hearing shall be final.

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**4.13 Fraud, Waste, and Abuse**

- 4.13.1 Contractor shall submit written reports to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of IIJA WAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other affiliated parties, concerning the misuse of IIJA WAP funds.
- 4.13.2 Contractor shall provide Contractor's employees, subcontractors, clients, and other affiliated parties the information necessary to report fraud, waste, and abuse associated with activities and funding covered by this Contract to the Department of Energy's Office of Inspector General fraud hotline. Allegations of improper activities by CSD or its employees may be confidentially reported to the Bureau of State Audit's Whistleblower [hotline](#).
- 4.13.3 As provided in 2 CFR 200.217, an employee of the Contractor must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Contractor must inform their employees in writing of employee whistleblower rights and protections.

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**ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES**

**5.1 Budget Guidelines**

5.1.1 Budget and Allocation Forms

- 5.1.1.1 Upon execution of this Agreement, Contractor shall submit all budget and allocation forms, including the 2022 IIJA WAP Weatherization Budget (CSD 570b) based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement.
- 5.1.1.2 Contractor shall complete the budget and allocation forms using the Budget Allocation amount as indicated on IIJA WAP Allocation Spreadsheet.
- 5.1.1.3 For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate. In the absence of a negotiated indirect cost rate, Contractor may elect to use a 15 percent de minimis indirect cost rate as permitted under 2 CFR § 200.414(f).
- 5.1.1.4 Contractor shall submit the IIJA WAP Production Plan Template based on an assessment of current operational capacity, estimated units that Contractor is expected to weatherize, and needs for expansion to ensure compliance with the IIJA, and in accordance with the accompanying instructions and other applicable provisions of this Agreement.

**5.2 Advance Payments**

- 5.2.1 All advance payment approvals shall be at the discretion of DOE and CSD. All advance payments issued shall be subject to the requirements of 2 CFR §200.305.
- 5.2.2 Contractor advance payment requests shall be submitted in accordance with any instructions issued by CSD. Advanced funds may only be used for allowable expenses under this contract and in accordance with the purposes and costs listed in the Contractor's request.

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- 5.2.3 If available, the Contractor must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on Federal funds before requesting additional advances or reimbursements.
- 5.2.4 Contractor may, at CSD's discretion, be required to remit any advance payments not fully liquidated within an approved period of time. At DOE's discretion, Contractor may be required to remit any unliquidated advance payments at any point. At CSD's option, failure to remit funds under this subpart may result in withholding of additional advance or reimbursement payments.
- 5.2.5 Contractor's failure to liquidate advance payments as described in 5.2.4 or failure to consistently maintain appropriate recordkeeping or accounting practices may result in the denial or reduction of future advance requests or remittance of existing advanced funds.
- 5.2.6 All advance payments must be deposited and maintained in insured accounts whenever possible. If compliance with this subpart is not possible, Contractor must immediately inform CSD and provide a justification.
- 5.2.7 Contractor shall deposit all advances in an insured interest-bearing account. If Contractor believes they meet an exception under 2 CFR 200.305(b)(11), an explanation and request for exception must be submitted to CSD immediately.
  - 5.2.7.1 Interest earned amounts up to \$500 per year may be retained by Contractor for administrative expense. The account shall be sufficiently segregated to enable the tracking and accounting of advanced funds by CSD.
  - 5.2.7.2 Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted quarterly to CSD.
  - 5.2.7.3 Contractor shall report interest accrued on advance funds to CSD quarterly. Contractor's report shall include the total interest earned and each remittance paid during the prior quarter, the contract year to date, and the entirety of the contract term to date.

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**5.3 Program Income**

5.3.1 Contractor shall maintain records of the receipt and disposition of all “program income” defined in 2 CFR § 200.1 and pursuant to [CPN-A-18-01](#), as income that is generated or earned as a result of IIJA WAP activities.

5.3.2 Determining Net Program Income

5.3.2.1 Except as provided below in paragraph 5.3.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.3.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the IIJA WAP grant award.

5.3.3 Expenditure and Reporting of Program Income

5.3.3.1 Program income must be expended in accordance with the requirements for expenditure of IIJA WAP funds, for allowable program purposes.

5.3.3.2 Contractor shall expend program income during the term of this Agreement. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Agreement or at such other time(s) as CSD reasonably requires.

**5.4 Allowable Costs**

5.4.1 Cost Reporting

5.4.1.1 All costs shall be reported using a “modified accrual” or “accrual” method of accounting.

5.4.1.2 Pursuant to the federal grant terms and conditions, applicable regulations, and Agreement provisions, Contractor may only claim reimbursement for actual, allowable, and allocable direct and indirect costs.

5.4.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

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5.4.2 Administrative

5.4.2.1 General

5.4.2.1.1 Contractor shall use 2 CFR Part 200 Subpart E – Cost Principles as a guide for determining administrative costs. Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred under another contract.

5.4.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers’ compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program.

5.4.2.1.3 If requested in the Ramp-Up Plan, contractors funded at less than \$350,000 in total allocation may request an additional five percent (5%) by submitting the DOE Application for Additional Administrative Funds (CSD 574). CSD approval is contingent upon the availability of funds and CSD’s determination that the additional amount is needed to effectively implement the administrative requirements of the program.

5.4.2.2 Administrative Equipment More Than \$10,000—Acquisition Costs

5.4.2.2.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment \$10,000 or more per unit used for administrative purposes.

5.4.2.2.2 Contractor shall obtain CSD pre-approval for the purchases or lease-purchase option of equipment with a total value of \$10,000 or more utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

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5.4.2.3 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meetings, conferences, or training that are critical to administering and/or maintaining IIJA WAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor for IIJA WAP purposes.

5.4.3 Program Costs

5.4.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of administering the program. Allowable costs shall be as set forth in the Uniform Guidance (10 CFR § 440.18(d); 2 CFR Part 200, Subpart E – Cost Principles).

5.4.3.2 Intake

Intake costs shall include, but are not limited to, the activities and processes with aiding an applicant's program enrollment, including translation of forms by a certified translator for individuals with limited English proficiency, and verifying an applicant's eligibility for services funded by this Agreement.

5.4.3.3 Outreach

Outreach is limited to those costs associated with outreach, the development of outreach materials, and the implementation of strategies to promote awareness to the availability of services funded by this Contract.

5.4.3.4 Direct Program Activities

Direct Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental testing, permits,

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California Home Energy Rating System (HERS Raters), and lead-safe weatherization materials.

5.4.3.5 Liability Insurance

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

5.4.3.6 Training and Technical Assistance

5.4.3.6.1 Training and technical assistance (T&TA) during the Ramp-Up and Production Phases shall be reimbursed at actual cost not to exceed the T&TA budget as set forth in the IJJA WAP Allocation Spreadsheet.

5.4.3.6.2 Associated T&TA costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, client education, admission, and materials.

5.4.3.6.3 T&TA shall include costs associated with training staff and/or subcontractors in outreach, intake, and weatherization training as specified in the Training Requirements of Article 9.1 of this Agreement **but excludes Direct Program Activities**. Training may also include internal Contractor training, safety training, attendance of weatherization-related training and other forms of training to aid the development and skill of staff in utilizing and supporting internal program automation systems, and/or workshops sponsored by DOE, CSD, and/or other organizations offering a component of weatherization training.

5.4.3.6.4 T&TA funds may also be used to train Contractor's subcontractors participating in the program. Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.4.3.6.5 Out-of-State Travel. Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meetings, conferences or trainings that are critical to carrying out IJJA

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WAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor for IIJA WAP.

5.4.3.7 Acquisition Costs

5.4.3.7.1 Minor Vehicle and Field Equipment Costs Less Than \$10,000 – Acquisition Costs

For Minor Vehicle and Field Equipment costs under \$10,000 per unit, Contractor must follow all federal and state rules and regulations governing Annual DOE WAP and IIJA WAP pertaining to procurement standards.

5.4.3.7.2 Major Vehicle and Field Equipment Costs \$10,000 or Greater– Acquisition Costs Must Be Pre-Approved

CSD and DOE pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of \$10,000 or greater. Contractor shall utilize the Request for Pre-Approval of Purchase/Lease (CSD 558).

5.4.3.7.3 Contractor shall adhere to CSD-issued procedures for disposition, including notification prior to disposition. Contractor shall be held responsible for all vehicle and field equipment purchased or leased under the program included that which is used by Contractor’s subcontractors. Contractor shall comply with any DOE-issued guidance regarding disposition.

5.4.3.8 General Operating Costs

General Operating Costs are for directly allocable costs related to facilities, office and computer equipment, office supplies, telephone, and travel and materials.

5.4.3.9 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, NEPA and Historic Preservation review costs, lodging and

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per diem, vehicle and equipment repair, maintenance and fuel, and waste breakage.

5.4.3.9.1 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.4.3.10 Client Education/Counseling Services

Contractor shall include those actual costs associated with providing group client education, energy conservation information, resource and referral, budget counseling, mold education, and lead safe education.

5.4.3.11 Automation Costs

5.4.3.11.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed \$50,000, to be used to meet the contract program startup requirements such as the Contractor's IT automation needs to comply with CSD's updated or financial reporting system and the Weatherization Database ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures, but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.4.3.11.2 If Contractor's cost requires an increase to the AC budgeted amount Contractor may request written approval from CSD to exceed the fifty thousand (\$50,000) dollar maximum.

5.4.3.11.3 Contractor shall report all AC and IT expenditures related to compliance with the reporting requirements under this Agreement in the Automation Costs line item. Such expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item

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must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Guidance.

5.4.3.11.4 Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.4.3.11.5 CSD System related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.4.3.11.6 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.4.3.12 Health & Safety Costs

5.4.3.12.1 Shall mean those costs associated with installation of measures classified as health and safety measures and to include labor, materials, lead safe weatherization renovator certification and subcontractors. These costs shall represent the cumulative total of expenditures from the separate Health & Safety Activities section of the IIJA WAP Monthly Expenditure Report.

5.4.3.12.2 Contractor shall apply no more than the allowable maximum investment amount toward mitigating health and safety hazards as described in the IIJA WAP Weatherization Budget (CSD 570b). The allowable investment maximum shall be determined using the Health and Safety formula as defined in Article 13, [“Definitions.”](#) Reimbursement shall be limited to the allowable investment maximum contingent upon expenditure of line items included in the Health and Safety formula.

5.4.3.13 Lead Safe Weatherization Costs

5.4.3.13.1 Shall means those costs associated with performing lead safe weatherization, lead renovator certification ensuring lead paint safety on weatherized dwellings built prior to 1978,

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including materials, and the time spent by the EPA-Certified Renovator completing the EPA reporting requirements while on the job site.

5.4.3.14 Vehicle insurance.

Vehicle insurance shall mean those insurance costs allocated for those vehicles used in the delivery of weatherization services. See Article 4.4.6 Vehicle Insurance.

5.4.3.15 Capacity Building

Capacity Building may continue into Production Period - Phase 1. Capacity Building will no longer be allowable at the conclusion of Production Period - Phase 1. While Capacity Building is an allowable expense during Production Period - Phase 1, Contractor must still satisfy minimum performance benchmarks of Production Period - Phase 1. Accurate forecasting of Units and Expenditures in Production Plan Template will inform CSD of Contractor's unique path to meet Minimum Benchmarks of each Phase.

5.4.4 Weatherization Readiness Funds (WRF)

Contractor may not utilize Weatherization Readiness Funds (WRF) on a dwelling receiving services funded by IIJA WAP.

**5.5 Reimbursement Guidelines**

5.5.1 Claims for Reimbursement

5.5.1.1 Pursuant to the federal grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs corresponding to the applicable Period and Phase (e.g., expenditures for weatherization expenses are unallowable during the Ramp-Up Period and will not be reimbursed). Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Agreement.

5.5.1.2 Contractor shall not incur expenditures prior to execution of this Agreement by both Parties.

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5.5.2 General

Contractor may claim reimbursement for allowable weatherization-related activities under the terms of this Agreement as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent delivered to eligible dwellings. Weatherization of multifamily buildings with 5 units or more is not allowable under this Agreement.

5.5.2.1 Contractor is prohibited from leveraging funds with any other DOE program that may be in effect in any dwelling.

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

5.5.2.3 Reporting for Completed Dwellings

All completed dwelling units shall be submitted for payment within 30 calendar days of completion or by the due date of the last reporting period of this Agreement, whichever is less.

5.5.2.4 Contractor Average Cost Per Unit

Contractor shall be entitled to reimbursement for actual costs, not to exceed the Contractor Average Cost per Unit (Contractor ACPU) as specified in the Definitions section of this contract. for applying the conservation measures and activities described in the Reimbursement for Weatherization Activities located on the CSD LAP at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>. The formula for determining the Contractor ACPU rate is specified in Article 13, "[Definitions](#)".

5.5.2.4.1 The amount of funds applied to weatherization services in a whole multi-family building project shall not exceed the number of eligible dwelling units multiplied by the Contractor ACPU as specified in the Definitions section of this contract. If the multi-family building meets the 66/50 rule in accordance with Article 8.1, Section 8.1.2.6, then the investment for the whole building may not exceed the number of dwelling units multiplied by the Contractor ACPU. This includes income eligible, non-income eligible, and vacant units. Contractor must complete the Multi-Family

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Dwelling Certification form (CSD 75P) to show the 66/50 rule is being applied correctly.

5.5.2.4.1.1 If performing weatherization services on individual units when approved by CSD and DOE Project Officer, and not a whole multi-family building project, Contractor shall ensure costs per unit do not exceed the Contractor ACPU.

5.5.2.5 Group Homes

The maximum reimbursement for a group home shall be equal to the current maximum average allowed for single family and multi-unit dwellings.

5.5.2.6 Temporary Shelters/Homeless Individuals

Maximum reimbursement will be based on the unit otherwise qualifying as a multi-unit structure. For determining how many dwelling units exist in a shelter, Contractor may count each 800 square feet of the shelter as a dwelling unit, or it may count each floor of the shelter as a dwelling unit.

5.5.2.7 Measure Reimbursement

5.5.2.7.1 For those weatherization measures that have an established maximum rate, the reimbursement amount shall be equal to the actual costs of labor, materials, and subcontracted services not to exceed the maximum reimbursement allowable.

5.5.2.7.2 For those weatherization measures that have an established maximum quantity, the quantity shall not exceed the maximum quantity allowable.

5.5.2.7.3 Cost and quantities that are projected to exceed the maximum limits as described in Reimbursements Rates for Weatherization may be exceeded if a waiver request has been submitted to and approved by CSD. Contractor shall obtain prior written approval from CSD before work commences.

5.5.2.7.4 Work outside of the scope of the program may only be allowable under extenuating circumstances. Contractor shall

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obtain prior written approval from CSD before work commences.

5.5.2.7.5 Weatherization measure costs or quantities exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, or another CSD or non-CSD program. An exception to this rule exists, however, as identified within Section 5.5.5 Managing Alternative Funding.

5.5.2.7.6 When costs for a measure exceed the maximum cost reimbursement, labor hours and/or quantity limits allowed for a health and safety measure as described in the 2022 IIJA WAP Measure Matrix located on the CSD LAP at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx> under the Final DOE IIJA Contracts section, Contractor shall obtain written approval from CSD prior to work commencing to exceed the maximum costs limitations for health and safety measures. However, in no case will Contractor be able to exceed the maximum allowable for Health and Safety as shown in DOE Weatherization Budget based on the formula specified in Article 13, [“Definitions.”](#)

5.5.2.8 Assessments and Diagnostics

5.5.2.8.1 Contractor may claim reimbursement for one full dwelling assessment for each instance of weatherization services including initial weatherization and re-weatherization services. Contractor may claim reimbursement for performed dwelling assessments.

5.5.2.8.1.1 Re-weatherization is only permissible under this contract in cases of emergency or disaster situations that are pre-approved by CSD.

5.5.2.8.2 In the case of an un-weatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic testing that were performed but the dwelling cannot be counted toward the dwelling completion count.

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weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided below in subsection 5.5.3 “Other Program Costs.”

5.5.2.9.6 Labor expenses associated with the manufacturing of installation materials such as shade screens while not on the job site shall be charged as part of the cost of materials at actual labor hours and actual labor costs.

5.5.2.10 Heating and Cooling Appliance Repair and Replacement

For health and safety reasons:

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

5.5.2.10.2 Dwellings in which a single appliance has been both repaired and replaced, or under a call-back Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance. Call-backs will require additional reporting; refer to [CPN-E-12-05](#).

5.5.2.10.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost among all dwelling units within that building envelope.

5.5.3 Other Program Costs

5.5.3.1 Wages – Field Staff

Contractor may request reimbursement for actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited

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to: job scheduling, job preparation, travel time, disposal of appliances and materials building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

5.5.3.2 Wages – Program Management and Support

5.5.3.2.1 Contractor may request reimbursement for actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the DOE Weatherization program activity or providing direct support to ensure the successful delivery of weatherization services.

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

5.5.3.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section 4.6 of this Agreement.

5.5.3.4 Disposal Fees

5.5.3.4.1 Contractor may claim reimbursement for disposal fees and associated expenses incurred by Contractor and their subcontractor. Disposal fee reimbursement is limited to the actual cost of the fee.

5.5.3.4.2 Contractor may claim reimbursement for the removal of a secondary heating system that cannot be repaired to include associated labor and materials.

5.5.3.5 Vehicle, Equipment Repair, Maintenance and Fuel

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

5.5.3.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to IIJA WAP.

5.5.3.6 Historic Preservation Reviews

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

5.5.3.7 National Environmental Policy Act (NEPA)

NEPA is a federal law requiring all federally funded projects to consider environmental impacts of work to be performed. For activities not listed under Article 8-Program Implementation, including ground disturbing activities (grading adjacent to the perimeter of the foundation more than 3 feet from the foundation), tree trimming, and tree removal, Contractors must contact CSD prior to initiating work as these activities are subject to additional NEPA review.

5.5.3.8 Waste Breakage

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

5.5.3.9 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws and washers) necessary to install a weatherization

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measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.5.4 Dwelling Status

5.5.4.1 Completed Units

- 5.5.4.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed and inspected by a Certified Quality Control Inspector and all inspection fails have been resolved.
- 5.5.4.1.2 For dwellings where no Energy Conservation Measures (ECM) are feasible, health and safety work may be performed, but the home cannot be counted toward the dwelling completion count.
- 5.5.4.1.3 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures to receive reimbursement for work completed. If there are measures found to be unfeasible by crew members after the initial assessment, the reason for the unfeasibility shall be documented in the client file and if satisfactorily documented, the job shall be reported as completed in accordance with subparagraph 5.5.4.1.1.
- 5.5.4.1.4 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Agreement to dwellings occupied by household's ineligible for weatherization assistance at the time such services were provided.

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5.5.4.2 Building Permits

5.5.4.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed because of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.5.4.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.5.5 Managing Alternative Funding

5.5.5.1 Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, and as described in the TRM Appendix D Energy Audit/Priority List Protocol, provided:

5.5.5.1.1 Contractor may not leverage IIJAWAP funded weatherization service or related activity with other DOE funding.

5.5.5.1.2 Contractor may divide IIJA WAP material expenditures associated with a single measure with any funding source other than other DOE WAP provided the combined expenditures reported to each contract does not exceed the maximum reimbursement for the individual measure. Contractor will be required to provide an accounting of labor, material, and quantities installed under each program.

5.5.5.1.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. The amount billed under both IIJA WAP, and alternative funding source cannot exceed the total cost of the installation of the measure.

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5.5.5.1.4 In accordance with TRM Appendix D Energy Audit/Priority List Protocol, individual measure leveraging is allowable under the following conditions:

5.5.5.1.4.1 Full measure leveraging, or braiding of funds, is when the entire measure cost will be paid for by the funds of any non-DOE program. When the total reimbursement for a measure is paid with a non-DOE funding source, and the reimbursement is intended to cover the entire cost of the contracted service, all related costs associated with the installed measure shall be charged to the alternative funding source. Additional costs to facilitate or to offset cost deficits for the measure shall not be charged to another CSD energy program.

5.5.5.1.4.2 Partial measure leveraging, or co-funding, is where the cost of an Audit-Driven Measure (ADM) is divided between the IIJA WAP and an alternative funding source. The package of measures, including the full cost of the measure to be partially leveraged, must have a Dwelling SIR  $\geq 1.0$  for the IIJA WAP share of investment. Measures that are not included in this package do not qualify for partial measure leveraging. Leveraged ADMs must have a Measure SIR  $< 1.0$ , but  $\geq 0.5$ , to qualify for partial measure leveraging.

5.5.5.1.4.3 Cost sharing is not considered leveraging, but it is a division of measure cost that applies only to Health & Safety, Priority List, and General Heat Waste (audit path only) measures. When cost-sharing, all labor must be billed to the IIJA WAP. Material costs may be billed entirely to another program or shared between the IIJA WAP and another program.

5.5.5.1.5 Measure buy-down is optional and limited to multi-family buildings. The property owner/landlord is allowed to contribute to the cost of an ADM in single-family (2–4-unit

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buildings only), small multi-family (5-24 units), or large multi-family rental properties (25 or more units). The buy-down must apply to all units served (except any unit occupied by the owner) when the Measure SIR is  $\geq 1.0$  using the reduced measure cost, and the Dwelling SIR is  $\geq 1.0$  using the total installed cost of the measures to be installed in the building.

5.5.6 Disaster Relief

- 5.5.6.1 Contractor may claim reimbursement for approved services for qualified disaster victims in accordance with the Energy Crisis and Disaster Response Plan under Master File Section V.9 of the BIL WAP State Plan, which is hereby incorporated by reference to this Agreement and available on CSD's public website here:  
<https://www.csd.ca.gov/Shared%20Documents/2022-FINAL-BIL-DOE-WAP-State-Plan.pdf>

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**ARTICLE 6 – REPORTING POLICIES AND PROCEDURES**

**6.1 Reporting Requirements**

6.1.1 General

6.1.1.1 Client/Job Detailed Data Submission. Contractor shall submit required client/job detailed data for completed weatherization dwellings performed under this Agreement to CSD’s Enterprise Combined Outcome Reporting Engine (eCORE) monthly, for the period in which the service activity occurred.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement associated with all Contract activities by reporting expenditures to CSD’s financial reporting system, in accordance with [CPN-E-19-002](#): Energy Reimbursement Policies and Procedures, which is available online at:  
<https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

6.1.1.2.1 Contractor shall submit adjustments to CSD’s financial reporting system in accordance with [CPN-E-19-002](#).

6.1.1.2.2 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.2.3 Contractor’s ACPU shall be at or below the per unit requirement as specified in the [Definitions](#) section of this Agreement three months prior to the end of the contract term or, if the Contractor’s contract is terminated prior to the end of the contract term, CSD may disallow costs to bring the Contractor into compliance with the Contractor ACPU requirement.

6.1.1.2.3.1 Contractor’s ACPU shall be monitored for compliance at regular intervals throughout the contract term. If the Contractor’s ACPU does not meet contract requirements, CSD may require the Contractor to submit a corrective action plan to bring their ACPU into alignment.

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6.1.1.3 Reconcile Submitted Weatherization Data

6.1.1.3.1 Contractor shall ensure that the data reported in eCORE and the request for reimbursement reported in CSD's financial reporting system, reconcile in accordance with [CPA-E-18-005](#).

6.1.1.4 Submission of Client Files

6.1.1.4.1 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server quarterly or as requested by CSD. CSD shall use Contractor-submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.5 Reporting System Requirements

6.1.1.5.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Agreement such as but not limited to adjustments to the expenditure activity report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.5.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the DTR Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD LAP on the Resources page.

6.1.2 Monthly Unit Production Activity Reporting - Jobs In Progress

6.1.2.1 On or before the last business day of each month, Contractor must complete a Pipeline Project Survey in a form provided by CSD indicating the number of units assessed for weatherization services, weatherization

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units in progress, and weatherization units completed but not yet reported to eCORE.

6.1.3 CSD Review and Approval of Reports

- 6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program, fiscal operations, Contractor ACPU, and its demonstrated ability to effectively utilize all funds available under this Agreement. Contractor's failure to submit monthly required reports may result in CSD withholding the subsequent allocations, and a delay in approval to begin weatherization services during the Production Period.
- 6.1.3.2 During the Ramp-Up Period, CSD may conduct monitoring of Contractor consistent with the terms of this Agreement, and Contractor's approved Ramp-Up Plan. Contractor's failure to comply with this Agreement or its Ramp-Up Plan may result in CSD withholding Production Period allocations, and a delay in approval to begin weatherization services during the Production Period.
- 6.1.3.3 CSD may conduct monitoring of Contractor consistent with the terms of this Agreement, and Contractor's approved Production Plan Template. Contractor's failure to comply with this Agreement or its Production Plan Template may result in CSD withholding additional allocations and delay the execution on contract amendments authorizing Production Period Phase activities and expenditures.
- 6.1.3.4 The issuance of other CSD contracts, including reimbursement payments to Contractor, shall be contingent upon timely receipt of the required reports, and/or compliance with the material requirements of this Agreement.

6.1.4 Advance Interest Earned Report

- 6.1.4.1 Any agency that has an advance and does not have an exception under 2 CFR 200.305(b)(11) shall submit to CSD, on a form provided by CSD, a quarterly report pursuant to the requirements in Article 5.2.7.3 until the quarter following liquidation of that advance.

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6.1.5 Close-Out Report

- 6.1.5.1 Contractor shall submit, on the appropriate CSD forms, a close-out report verifying all actual, allowable, and allocable costs expended during the term of this Agreement and return all excess reimbursement and unexpended funds to CSD within 30 calendar days of the expiration of this Agreement. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 30 calendar days of final expenditure.
  - 6.1.5.1.1 Administrative costs shall not to exceed the amount set forth in the allocation spreadsheet.
  - 6.1.5.1.2 Training and Technical Assistance costs shall not to exceed the amounts set forth in the allocation spreadsheet.
  - 6.1.5.1.3 Health and Safety shall not exceed 33% of the allowable Program Operations expenditures in accordance with the formula defined in Article 13, [“Definitions.”](#)
  - 6.1.5.1.4 Any Administrative, Health and Safety, and Training and Technical assistance costs that exceed the maximum limits shall be disallowed.
  - 6.1.5.1.5 Subsequent payments, including advance payments, for DOE or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Agreement.
- 6.1.5.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 30 calendar days after Contractor fully expends or the end of the contract term.
- 6.1.5.3 The close-out report shall include the following forms and be available on the CSD Local Agencies Portal website:
  - 6.1.5.3.1 DOE Close-Out Checklist (CSD 720);
  - 6.1.5.3.2 DOE Close-Out Inventory and Disposition Schedule (CSD 720D); and
  - 6.1.5.3.3 DOE Close-Out Reconciliation Report (CSD 720E).

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6.1.5.4 Unexpended Funds

6.1.5.4.1 Contractor shall use the DOE Close-Out Reconciliation Report (CSD 720E) to reconcile and report actual costs, interest earned, and reimbursements.

6.1.5.4.2 Any unexpended funds shall be returned to CSD at the time the close-out report is submitted.

6.1.5.4.3 Any additional forms required by DOE.

6.1.5.5 Any weatherization materials purchased with these funds and remaining at the contract expiration shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged to another of Contractor's weatherization program with a current contract administered. If Contractor has no other open weatherization contracts, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

6.1.6 Eligibility Income Data

6.1.6.1 If Contractor displays income eligibility information on its website(s), Contractor must ensure income eligibility guidelines are correct and in accordance with guidelines published by DOE and CSD for the grant funds covered by this Agreement. Contractor must ensure eligibility information makes specific reference to DOE WAP and services covered by this agreement.

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**ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES**

**7.1 Program Standards and Regulatory Requirements**

7.1.1 Program Standards

7.1.1.1.1 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:

7.1.1.1.2 CSD Technical Reference Manual (TRM) version 1.4.

7.1.1.1.3 Official State and Federal Program Notices and Guidance Documents.

7.1.1.1.4 IIJA DOE WAP Disaster Relief Plan.

7.1.1.1.5 Current Eligibility and Verification Guide.

7.1.1.1.6 Weatherization DTR.

7.1.1.1.7 CSD Training Policies and Procedures Manual (TPPM).

7.1.1.1.8 CSD IIJA WAP Production Plan Template.

7.1.2 Upon execution of the Agreement, Contractor acknowledges receipt of all current and revised technical manuals, policies, and protocols in Article 7.1.1.1.

7.1.3 In the event of disagreement between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

7.1.4 Regulations

7.1.4.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent; otherwise, Contractor shall abide by the TRM.

7.1.4.2 All work performed by Contractor shall follow most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, HERS Program regulations.

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- 7.1.4.3 Services provided to all covered pre-1978 dwellings shall follow the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead; Requirements for Hazard Education Before Renovation of Target Housing, Final Rule (63 FR 29908; 40 CFR Section 745).
- 7.1.4.4 All materials procured for weatherization purposes shall be in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 7.1.4.5 All materials used must follow Department of Energy rules in 10 CFR Part 440, Appendix A.
- 7.1.5 Title 24
  - 7.1.5.1 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, cannot be repaired and must be replaced.
  - 7.1.5.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety appliance replacements of heating, cooling, and water heating installed to dwellings located within Contractor's specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx> under the Weatherization Resources Section  
  
Contractor shall exercise caution not to utilize the DOE Climate Zone for compliance with California's Title 24 Energy Efficiency Standards for Residential and Nonresidential Requirements.
  - 7.1.5.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.
  - 7.1.5.4 The HERS Rater shall be an independent entity from the Contractor or subcontractor performing the building alteration and/or energy-

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

**7.1.6 Pre-1978 Dwellings**

7.1.6.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.1.6.2 Dwellings not previously certified to be lead-free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that an Environmental Protection Agency (EPA) Certified Renovator performs the post-weatherization verification after the completion of weatherization services and that the Assessor deems the weatherized meets EPA Renovation, Repair, and Painting Rule lead-safe standards.

7.1.6.3 HUD units not previously certified to be lead-free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de 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.

7.1.6.4 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 approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

**7.2 Service Priority Guidelines**

7.2.1 When a waitlist exists and in accordance with 10 CFR 440.16 (b), Contractor shall give priority for weatherization services to those households with elderly persons (ages 60 years or older), persons with disabilities, families with children 19 years of age or younger, and households with a high energy burden.

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- 7.2.2 Contractor may give priority for weatherization services to those households whose members have life-threatening emergencies.
- 7.2.3 Contractor shall ensure that owners and renters receive equitable treatment under this program.

**7.3 Outreach and Intake Activity Guidelines**

7.3.1 Outreach

Contractor shall perform outreach activities to ensure that households in the service area(s) are informed about all IIJA WAP services and have an opportunity to apply for such services.

7.3.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking IIJA WAP services. Services include aiding an applicant's program enrollment and verifying an applicant's eligibility for services funded by this Agreement. Contractor shall:

- 7.3.2.1 Establish reasonable hours whereby applicants 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.
- 7.3.2.2 Accept applications for assistance during regular business hours.
- 7.3.2.3 Accept applications at sites that are geographically accessible to all households in the area served by Contractor.
- 7.3.2.4 Provide low-income individuals who are physically infirm with the means to submit applications without leaving their residences.
- 7.3.2.5 All sites where intake is conducted must be accessible to the disabled.
- 7.3.2.6 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's DOE Weatherization Priority Plan Narrative (CSD 793) when prescreening applicants. If the applicant appears to be

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ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to an applicant upon request, whether or not a prescreening process is employed.

**7.4 Client Education and Counseling Activities**

Client Education/Counseling Activities program funds shall be used for such services, including client needs assessment, client education and budget counseling, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.

**7.4.1 Needs Assessment**

Contractor shall conduct a needs assessment for each applicant, which shall include computing the energy burden of each applicant's household and prioritizing households as described in Article 7.2, Service Priority Guidelines.

**7.4.2 Client Education / Budget Counseling**

7.4.2.1 Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with Contractor's approved DOE Weatherization Priority Plan Narrative (CSD 793). At a minimum Contractor shall include the following:

7.4.2.1.1 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.

7.4.2.1.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.

7.4.2.1.3 Written information that identifies safety conditions assessed in the home and as self-declared by occupants, in accordance with the CSD TRM Appendix E Health and Safety Requirements, CSD TRM individual measure standards, and

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as required in the CSD 540G Health and Safety Form (A copy of the completed CSD 540G form shall be left with the client during the assessment visit);

- 7.4.2.1.4 Resource information, referral, family, and budget counseling to assist clients in achieving self-sufficiency.
  - 7.4.2.1.5 Referral to other community, state, or federal programs to address conditions that may exist that cannot be mitigated due to the scope of the corrections which exceed DOE WAP or other CSD weatherization programs and cannot be achieved in a cost-effective manner.
  - 7.4.2.1.6 The EPA pamphlet “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools”.
  - 7.4.2.1.7 The EPA pamphlet “A Brief Guide to Mold, Moisture, and Your Home”.
  - 7.4.2.1.8 A description of the benefits that the client can expect to receive because of the weatherization measures installed and diagnostic tests performed in the dwelling.
  - 7.4.2.1.9 Disclosure of any identified health, safety, or structural hazard conditions or deficiencies to the property owner and occupying tenant;
  - 7.4.2.1.10 The EPA pamphlet “A Citizen’s Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon”; and
  - 7.4.2.1.11 The California Department of Public Health fact sheet “About Asbestos in the Home and Workplace”.
- 7.4.2.2 Contractor shall place in the client’s file the Client Education Confirmation of Receipt (CSD 321) or Contractor’s equivalent, which substantiates that the client was provided with energy conservation, budget counseling, and mold and moisture, lead-based paint-safe, radon, and asbestos education.
- 7.4.2.3 In the event pre-existing health, safety, or structural conditions prevent the delivery of weatherization services or a particular measure, Contractor shall complete the CSD Weatherization Deferral Form (CSD 542) to

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document the reason(s) for the service deferral and provide a copy to the property owner and occupying tenant.

**7.5 Leveraging/Cost-Sharing/Buy-Down Activities**

- 7.5.1 Leveraging cost sharing and buy-downs with weatherization funds may be used to install feasible measures in accordance with the CSD TRM Appendix D Energy Audit/priority List Protocol. Decision making for measure cost management shall be documented in the client file accordingly.
- 7.5.2 When using alternative funding with IIJA WAP funds to pay for a measure, Contractor shall ensure that the measure installation conforms with IIJA WAP weatherization guidelines and Article 5.5.5.
- 7.5.3 Contractor shall be responsible for tracking the use of different funding sources to determine that funds are spent according to federal regulations and CSD policies. Contractor shall document within the Weatherization client file the activity performed, date of the activity performed, and the source of the leveraged funds.
- 7.5.4 CSD may use information about activities paid for with funds from alternate funding sources for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable DOE WAP standards and practices.

**7.6 Translation of Forms**

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a language other than English.

**7.7 Record-Keeping Responsibilities**

- 7.7.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, together with 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.
- 7.7.2 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder

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- 1.4.3.8. That the Parties' failure to execute a mutually acceptable amendment or CPN, as contemplated in subparagraph 1.4.3.7, in a reasonable period, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
- 1.4.3.9. That upon CSD's good faith determination, delivered to the Contractor by written notice that an agreement between the parties to any necessary amendment or CPN or CPA as contemplated in subparagraph 1.4.3.3 and 1.4.3.4 cannot be achieved, then this Agreement shall be "closed-out", and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.
- 1.4.4. DOE guidance relevant to the IIJA WAP are hereby incorporated by reference into this Agreement. A listing of such guidance may be accessed at the CSD LAP.
- 1.4.5. Contractor shall use a Unique Entity Identifier (UEI) obtained from SAM.gov. Contractor is responsible for ensuring the accuracy of its entity registration in System for Award Management (SAM - (<https://sam.gov>)). Contractor shall renew registration annually to remain active. An expired registration may affect the Contractor's ability to receive Federal funds.

**1.5. Special Contract Contingency – Quality Control Inspector (QCI) Certification**

- 1.5.1. The Contractor must provide CSD with documentation deemed acceptable to CSD to confirm that Contractor has employed or contracted with a Certified QCI that satisfies the certification requirements of Section 9.2.
- 1.5.2. If at any time during the term of this Agreement, Contractor is unable to meet the requirements of Sections 8.2.2.3 and 5.5.4.1.1. because Contractor loses access to a Certified QCI, Contractor shall immediately notify CSD of the loss and suspend all weatherization service delivery activities until such time as Contractor has employed or contracted with another Certified QCI who satisfies the certification requirements of Section 9.2.
- 1.5.3. If CSD determines that Contractor is unable to fully expend Contractor's allocation and provide services as required herein due to lack of access to a Certified QCI, CSD may, at its sole option, suspend or terminate this Agreement, after giving Contractor written notice.

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- 5.5.2.8.3 Contractor may claim reimbursement for dwelling assessment and diagnostic testing only once when LIHEAP and DOE funds are used concurrently in the same unit.
- 5.5.2.8.4 Waivers from CSD shall be required for any assessments and diagnostic testing or health and safety and weatherization measure with a cost that will exceed the maximum reimbursements allowable.
- 5.5.2.8.5 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or IIJA DOE WAP per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.
- 5.5.2.9 Labor Reimbursement
  - 5.5.2.9.1 Contractor shall bill actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, and the procurement of permits and services performed by HERS Raters.
  - 5.5.2.9.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.
  - 5.5.2.9.3 Actual labor hours and costs for weatherization services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.
  - 5.5.2.9.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor costs incurred by Contractor's crew members.
  - 5.5.2.9.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to

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of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.7.3 DOE has reserved the right to adjust IIJA WAP record-keeping requirements for both CSD and Contractor. CSD will inform Contractor of any new record-keeping requirements through amendment and/or CPN/CPA.

7.7.4 All Client Files – Requirements

Contractor shall maintain a separate hard copy or electronic file for each applicant. These files shall include, the following documentation, when applicable:

7.7.4.1 For Public Agencies only: Statement of Citizenship, Alienage, and Immigration Status for Public Benefits (CSD 600) and supporting documents.

7.7.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent.

7.7.4.3 Multi-Family Property Intake Form (CSD 43-MFP) or approved Contractor's equivalent.

7.7.4.4 Utility/energy bill(s) for all sources of energy used by qualified households.

7.7.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide.

7.7.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services.

7.7.4.7 Client denial or approval notification.

7.7.4.8 Certification of Income and Expenses (CSD 43B).

7.7.4.9 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.7.4.10 CSD Dwelling Assessment Forms (CSD 540 series which includes: 540 Dwelling Assessment, 540A Weatherization Mold/Moisture Assessment and Release, 540C Mechanical Ventilation Calculator, 540D Mechanical

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Ventilation Assessment, 540E Refrigerator Calculator, and 540G DOE Health and Safety Form) or approved Contractor's equivalent when allowed.

- 7.7.4.11 Combustion Appliance Safety Inspection Form (CASIF) series (CSD 700, CSD 700B (Interim CASIF), or CSD 700C (Appliance Repair & Replacement CASIF).
- 7.7.4.12 Shell Leakage Data Sheet (CSD 704).
- 7.7.4.13 Duct Test Data Sheet (CSD 706).
- 7.7.4.14 CSD Weatherization Deferral Form (CSD 542) and other source documentation supporting deferrals and appeals.
- 7.7.4.15 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent.
- 7.7.4.16 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.
- 7.7.4.17 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent.
- 7.7.4.18 Energy Service Agreement for Rental Property Owners (CSD 515B) or approved Contractor's equivalent.
- 7.7.4.19 Lead-Based Paint Regulatory Compliance Report (CSD 708).
- 7.7.4.20 DOE Energy Audit/Priority List (CSD 710).
- 7.7.4.21 Contractor Post-Weatherization Inspection Report (CSD 611).
- 7.7.4.22 Multi-Family Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent.
- 7.7.4.23 Client confirmation of work completed.
- 7.7.4.24 Required building permits or building's permit applications, or documentation of permit cost, and evidence of final permit inspection.

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- 7.7.4.25 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units.
- 7.7.4.26 Waivers from CSD to exceed maximum costs and quantity limits of weatherization measures and work outside of the scope of CSD weatherization policies and standards.
- 7.7.4.27 Documented approvals from CSD to make a fuel switch for an installed appliance.
- 7.7.4.28 Documentation that substantiates all actual labor hours including a time and activity log associated with each job.
- 7.7.4.29 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds.
- 7.7.4.30 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 non-feasibility of all mandatory measures not performed or installed.
- 7.7.4.31 Documentation indicating the manufacturer, manufacture date, make, serial number and model and metering information for all refrigerator replacements.
- 7.7.4.32 Documentation and records substantiating mileage claims by individual weatherized Single-Family Dwelling (SFD) and Multi Unit Dwelling (MUD) Unit.
- 7.7.4.33 Documentation of HERS Rater's inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Forms (CF-1R, CF-4R and CR-6R).
- 7.7.4.34 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster.
- 7.7.4.35 Documentation providing evidence of participation in a federal, state, or local government rehabilitation program if being used to qualify ineligible multi-family dwelling units for weatherization services.

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- 7.7.4.36 Documentation of notification to the owner-occupant, tenant and/or the owner of a rental unit or owner’s agent of significant structural changes to the dwelling due to weatherization services.
- 7.7.4.37 All Historic Preservation Online review documentation, including the copies of the printed Project Description Sheet (PSD) and HPO site e-mails.
- 7.7.4.38 REM/Design Improvement Analysis Report and REM/Design Building File Report indicating measures that meet the SIR requirement for installation.
- 7.7.4.39 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed.
- 7.7.4.40 Justification images, when required.
- 7.7.4.41 Notice of Survey by Electrical Contractor (CSD 543).
- 7.7.4.42 REM Energy Audit Entry Form (CSD 544).
- 7.7.4.43 Insulation Certificate (CSD 610).
- 7.7.4.44 REM/Design Multi-Family Input Sheet (CSD 808); and
- 7.7.4.45 All other documentation as further defined by CSD.
- 7.7.5 Other Record-keeping Responsibilities
  - 7.7.5.1 Labor and Materials
    - 7.7.5.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization programs can be substantiated.
    - 7.7.5.1.2 Contractor shall document all costs expended under this Agreement with purchase orders, inventory records, and payroll records identifying the funding source.
    - 7.7.5.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the

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requirements contained within the CSD TRM and/or state, county, or local regulations.

7.7.5.2 Training

Contractors who perform weatherization services are required to input, update, and maintain employee data in the CSD Training Portal (CTP). The CTP is maintained and accessed through CSD's Local Agencies Portal website and serves as a repository for Contractors and their subcontractors to track and monitor employees as they progress through CSD's training curriculum. The CTP documents all weatherization training received for each employee and includes information on each training session, course, training source, location, course content, and completion date.

7.7.5.2.1 Contractor must identify at least one Training Administrators, who will be responsible for adding/editing users, submitting training and on-the job training (OJT) requests, approving training, monitoring training transcripts, uploading licensing and certifications, and monitoring training expirations.

7.7.5.2.2 CSD shall maintain all weatherization training records in the CTP documenting trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.7.5.2.3 Contractors shall maintain all training records in the CTP for trainings provided by third parties for Occupational Safety and Health Administration (OSHA) 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

7.7.5.2.4 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.

7.7.5.2.5 Contractors shall update the CTP with employee training information on or before the first (1<sup>st</sup>) day of each subsequent month.

7.7.5.3 Equipment

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- 7.7.5.3.1 Contractors 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.
- 7.7.5.3.2 Contractors and subcontractors who perform shell leakage and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.
- 7.7.5.4 Energy Audits
  - 7.7.5.4.1 Contractor shall maintain electronic records generated from CSD’s approved energy audit software for a required period of 3 years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings, or other pending matters, whichever is later in accordance with Section 4.3.
  - 7.7.5.4.2 Contractor shall make all records generated from the energy audit software accessible to the State, or a third-party inspector acting on the State’s behalf, for the purpose of a third-party inspections or monitoring.
  - 7.7.5.4.3 Contractor shall submit all energy audits through the CSD Energy Audit Submittal System to include the initial audit submittal and resubmittals to address changes to the audit based on CSD feedback. A final audit shall also be submitted to address one or more of the following:
    - 7.7.5.4.3.1 Changes in measure cost; input of final duct or shell leakage readings, in lieu of estimated leakage used for initial improvement analysis.
    - 7.7.5.4.3.2 Changes to the final scope of work; any decisions related to full or partial measure leveraging.

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7.7.5.5 Automation

- 7.7.5.5.1 Contractor shall use a software database system to support all required data collection and reporting requirements under the administration of this grant.
- 7.7.5.5.2 Contractor shall use an automated application system capable of supporting IIJA WAP data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at the [Weatherization Reporting tab](#) on the CSD [LAP](#). Contractor shall exercise best practices and perform a daily backup of all client data/application systems that capture IIJA WAP service detail. Contractor shall assure that adequate files are maintained as required in Article 7.7.

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**ARTICLE 8 – PROGRAM IMPLEMENTATION**

**8.1 Weatherization Activity Guidelines**

**8.1.1 Applicant Eligibility**

- 8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 200% of the Federal Poverty level.
- 8.1.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the most recent Eligibility and Verification Guide.
- 8.1.1.3 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.
- 8.1.1.4 The income certification shall remain in effect for a period of 12 months from the date applicant is deemed eligible for services.
- 8.1.1.5 Weatherization assessment and service delivery shall commence within the 12-month certification period. Commencement of weatherization service delivery is defined as the performance of any health and safety and energy efficiency installation.
- 8.1.1.6 In the event the Contractor is unable to commence weatherization service delivery during the 12-month income certification period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.
- 8.1.1.7 If a dwelling has been previously weatherized under the DOE WAP and meets one of the exceptions for services in subparagraph 8.1.2.7, the dwelling and household's income eligibility must be recertified.
- 8.1.1.8 Contractor shall collect copies of all the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the household's energy burden.

**8.1.2 Dwelling Eligibility**

- 8.1.2.1 Contractor shall complete the post-combustion appliance safety test within 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

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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.

8.1.2.2 Permission to Provide Services

8.1.2.2.1 Contractor shall obtain general written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform an assessment and weatherization work prior to performing any such services. Such permission shall be recorded in the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent and the Energy Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.1.2.2.2 If during performing weatherization and/or heating and cooling appliance repair or replacement services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall notify the owner-occupant dwelling or the owner of a rental unit prior to continuing with the scheduled work.

8.1.2.3 Rent Increase Restrictions

8.1.2.3.1 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.

8.1.2.3.2 Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

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8.1.2.3.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.1.2.4 Multi-Unit Dwellings

8.1.2.4.1 Weatherization services are only permitted on single family homes and multi-family buildings with four or fewer units. Weatherization services on multi-family buildings with five or more units shall be permitted upon the issuance of an amendment or CPN following DOE guidance on Davis-Bacon requirements.

8.1.2.4.2 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize a whole multi-unit building containing rental dwelling units when not less than 66% (50% for duplexes and four-unit buildings) of the dwelling units in the building are income eligible dwelling units, or 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.

8.1.2.4.3 Contractor may weatherize individual units in a multi-unit building in lieu of the whole building, *provided* Contractor first endeavors in good faith to weatherize the whole building in accordance with the provisions stated herein.

8.1.2.4.4 Upon Contractor's determination that the whole building cannot be weatherized because the building does not qualify in accordance with the CSD TRM, Contractor shall submit the request to CSD for DOE Project Officer approval prior to weatherizing individual units in the multi-unit building. The request shall specify that the Individual Unit criteria are met (with photographs, where required) and provide reason(s) why the whole building cannot be weatherized. Contractor shall retain supporting documentation justifying the determination in the event of an audit or monitoring visit.

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- 8.1.2.4.5 The weatherization of individual units in multi-unit buildings are subject to unique criteria and allowable measures, distinct from those applicable to single family and multi-unit buildings. Contractor may install only those measures allowed for individual units in multi-unit buildings in accordance with the CSD TRM.
- 8.1.2.4.6 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 in the master job file.
- 8.1.2.4.7 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.
- 8.1.2.4.8 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.
- 8.1.2.4.9 No undue or excessive enhancement shall occur to the value of the dwelling units.
- 8.1.2.5 **Previously Weatherized Dwellings**

Weatherization services for a dwelling unit previously weatherized within the past 15 years from the date of completion using DOE WAP, LIHEAP, HUD, USDA, DOE ARRA, or other Federal funds are ineligible for weatherization services unless the dwelling meets one of the exceptions in accordance with [CPN-E-21-04](#) Previously Weatherization DOE WAP Dwelling Requirements.
- 8.1.2.6 **Call-back**

Services provided in a previously weatherized dwelling to correct a previously installed measure or because of a CSD or DOE inspection finding is a call-back and is allowable and must be reported to CSD and DOE. Refer to [CPN-E-12-05](#). Demographics for a callback are not included for reporting purposes.

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8.1.2.7 Ineligible Dwellings

- 8.1.2.7.1 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 of completion of the proposed weatherization.
- 8.1.2.7.2 Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (515A) or Contractor’s equivalent or Energy Services Agreement for Rental Property Owner (515B) or Contractor’s equivalent.
- 8.1.2.7.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, or hospitals, etc., may be weatherized under this Agreement.

8.1.2.8 Temporary Shelters/Homeless Individuals

Eligibility of the occupants may be assumed if the owner/operator will certify in writing that occupancy is temporary, and that admittance criterion complies with CSD contract eligibility guidelines; whether or not rent is paid has no effect on eligibility.

8.1.2.9 Group Homes

If the building does not qualify as a multi-family structure, income eligibility is based on all occupants as a group, and the building must be weatherized as a single dwelling unit.

8.1.3 Requirements for Weatherization Services

- 8.1.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.
- 8.1.3.2 All feasible Health and Safety measures shall not be skipped. Similarly, feasible Health and Safety measures cannot be removed from a work scope (for client refusal or other reason), or the dwelling shall be deferred.

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- 8.1.3.3 When building a dwelling work scope for the IIJA WAP, there are two approved approaches to determine the energy conservation measures (ECMs): the Priority List Path or the Audit Path. A single approach must be identified for each dwelling served. A hybrid approach is not allowed.
  - 8.1.3.3.1 The Contractor path decision shall be directed by a set of criteria for each dwelling and cannot be based on a “preferred” approach. It is required to use the CSD 710 Energy Audit/Priority List Checklist to document dwelling conditions and the Audit path/Priority List path decision.
  - 8.1.3.3.2 While the CSD 710 may prompt the Contractor auditor to use the Priority List path, Contractor may decide to conduct a site-specific energy audit for any dwelling.
- 8.1.3.4 Priority List (PL) Path
  - 8.1.3.4.1 The PL path is allowable for single-family, mobile homes, and low-rise multi-family (LRMF) as defined in the CSD TRM Appendix H. When using the PL path, a prescribed set of measures must be installed, following a specific order as defined on the PL. Feasible ECMs must not be skipped as defined by the CSD TRM Appendix D Energy Audit/Priority List Protocol.
  - 8.1.3.4.2 All feasible Mandatory measures must be installed before any Optional measures are installed.
  - 8.1.3.4.3 All PL measures shall be installed according to the order defined in the building type-specific Priority List in accordance with the TRM Appendix D.
- 8.1.3.5 Audit Path
  - 8.1.3.5.1 The Audit path is required when specific conditions exist in the dwelling or certain measures that are not on the DOE PL may be feasible and will be billed to the IIJA WAP. Final feasibility of ECMs shall be determined by a CSD-approved energy audit software per TRM Appendix D, Energy Audit/Priority List Protocol.

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- 8.1.3.5.2 When applying the Audit Path and all feasible measures classified under Health & Safety have been assessed, Contractor must assess for Energy Conservation Measures (ECMs) by conducting an energy audit in accordance with the TRM Appendix D *Energy Audit/Priority List Protocol* located at <https://agencies.csd.ca.gov/home/Energy/Pages/Weatherization.aspx>.
- 8.1.3.5.3 CSD will issue a CPN to amend this contract once work on multi-unit buildings with five or more units is allowed. When this occurs, Contractor shall utilize the specified CSD-approved energy audit software to assess single-family dwellings, mobile homes, and multi-unit buildings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled. Small multi-family audits must be approved by CSD before any installation work is performed by Contractor.
- 8.1.3.5.4 Contractor shall utilize the specified CSD-approved energy audit software to assess large, more complex multi-unit buildings that are unable to be assessed using the approved energy audit software for small multifamily buildings containing 24 or fewer dwelling units, where each unit is independently heated and/or cooled. Contractor shall submit all audits to CSD for review and approval by the DOE Project Officer before any installation work is performed.
- 8.1.3.6 Installation of a common (shared) heat source, cooling source, or water heater shall qualify as a mandatory measure for each unit served by the same appliance.
- 8.1.3.7 Weatherization measures may be leveraged or cost-shared with alternative funding sources as defined in Section 5.5.5. All leveraged measures used to fulfill the completion of the Audit Path or Priority List Path shall be billed in accordance with the policies defined by the CSD TRM Appendix D.
- 8.1.4 Dwelling Assessments

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- 8.1.4.1 Contractor shall assess eligible dwellings to identify the specific energy-efficiency and health and safety services to be offered under the allowable scope of services outlined in this contract.
- 8.1.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subparagraph 8.1.4.7.2, below.
- 8.1.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Article 9.1, Training Requirements.
- 8.1.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.
- 8.1.4.5 If Contractor elects to subcontract with entities outside of CSD’s network of contractors/local service providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor’s staff or another subcontractor to perform the dwelling assessments.
- 8.1.4.6 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 any significant structural and engineering changes required to complete the weatherization work before the specified work commences.
- 8.1.4.7 Dwelling Assessment Performance
  - 8.1.4.7.1 Dwelling assessments shall include the following required activities:
    - 8.1.4.7.1.1 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 the required weatherization services in accordance with CSD weatherization guidelines and terms of this Agreement. Assessor shall disclose all noted safety and structural hazard

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conditions to the property owner and tenant, where applicable.

- 8.1.4.7.1.2 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.
- 8.1.4.7.1.3 The visual inspection of the 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.
- 8.1.4.7.1.4 Completing the DOE Health and Safety form (540G), assessment shall include an occupant health screening to document whether any household members have a pre-existing or potential health conditions that should be taken into consideration before or during weatherization of the residence; hazard identification notification to document hazardous materials or conditions that may affect occupants; radon informed consent that identifies potential risk of increased radon levels when building air tightness levels are improved; and client education about the use of common weatherization materials that may create health effects for occupants.
- 8.1.4.7.1.5 In conformance with the TRM Appendix D and the CSD 710 Energy Audit/Priority List Checklist, determination of whether the Audit Path or Priority List Path must be followed. When the Audit Path is prescribed, assessment shall include completion of the energy audit by an assessor holding a valid certificate of completion for audits as defined by the TPPM. When the Priority List Path is followed, the

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assessor must confirm that the unit meets the minimum dwelling criteria based upon the building type.

8.1.4.7.2 Historic Preservation Review of Dwellings

8.1.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the IIJA WAP on dwellings that are 45 years or older. For purposes of this Agreement, the historic review shall be known as the Historic Preservation Review.

8.1.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.1.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subparagraph 8.1.4.7.2.2, Contractor shall initiate the Historic Preservation Review process pursuant to [DOE WAP ARRA No. 010](#).

8.1.4.7.3 Combustion Appliance Safety (CAS) Diagnostic Testing

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

8.1.4.7.3.2 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

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alleviate the hazard. In these cases, no measures may be installed until the hazard has been corrected.

8.1.4.7.4 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 or other similar organizations or programs.

8.1.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.1.4.7.4.2 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.

8.1.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Agreement. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

8.1.5 Duct and Shell Diagnostic Testing

8.1.5.1 Contractor shall perform shell leakage diagnostic testing only for shell sealing purposes on all single-family and multi-unit building types weatherized under this Contract in accordance with CSD shell leakage testing standards and policies and procedures.

8.1.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.1.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

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8.1.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Article 9.1, Training Requirements.

8.1.6 Health and Safety Measures

8.1.6.1 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.1.6.2 Feasible Health and Safety measures shall not be skipped, and feasible Health and Safety measures cannot be removed from the work scope (for client refusal or other reason), or the dwelling shall be deferred.

8.1.6.3 If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the dwelling shall be served under the Audit Path only or the Health and Safety measure must be fully leveraged with an alternate funding source.

8.1.6.3.1 When the measure will be repaired or replaced with IIJA WAP or Annual DOE WAP funds, it is required to conduct an energy audit to determine if the heating, cooling, or water heating appliance would qualify for replacement of a higher efficiency unit as an Energy Efficiency Upgrade (EEU). If the EEU is cost justified with an SIR of 1.0 or greater, the appliance must be replaced as an EEU.

8.1.6.3.2 Only when the EEU replacement is not cost justified and the appliance meets the criteria established in the CSD TRM Appendix E Health and Safety Requirements, shall the appliance be repaired or replaced with Health and Safety funds.

8.1.6.3.3 In addition to meeting the requirements for Health and Safety repairs/replacements above, any cooling appliance repair or replacement shall be allowed only when one or more of the occupants in the dwelling meets the CSD definition of “at-risk” as defined in the CSD TRM Appendix E.

8.1.6.4 Primary Heating and Cooling Appliance Repair, Replacement, and Installation Services

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- 8.1.6.4.1 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.
- 8.1.6.4.2 The following guidelines are restricted to occupied SFD and/or MUD units:
  - 8.1.6.4.2.1 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.
  - 8.1.6.4.2.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.
- 8.1.6.4.3 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:
  - 8.1.6.4.3.1 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 no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household. When no existing primary heating appliance exists, an energy audit is required. When the SIR < 1.0, the appliance shall be installed with Health and Safety funds.
  - 8.1.6.4.3.2 The age of a heating/cooling appliance shall not be used as a basis for replacement.
  - 8.1.6.4.3.3 When repair, replacement, or installation of a primary heating appliance is required in accordance with the policies above but cannot

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be completed for any reason, the entire dwelling shall be deferred.

8.1.6.4.3.4 Upgrades to heating and cooling appliances for energy efficiency purposes are subject to the energy audit unless required by Title 24.

8.1.6.4.4 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50% of the cost of installing a new replacement unit.

8.1.6.4.5 If while 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.

8.1.6.4.6 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services to conform to Title 24 requirements.

8.1.6.4.6.1 Fuel switching or replacement of an alternate appliance type of any heating/cooling appliance shall only be allowed when justified by energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.1.6.5 Secondary Heating Appliance Repair or Removal

8.1.6.5.1 Unsafe secondary heat sources as defined by TRM Section 4 *Heating and Cooling* must be repaired, or removed and disposed of, or dwelling deferral is required.

8.1.6.5.2 Unsafe secondary heating sources that cannot be repaired must be removed. Appliance abandonment is not allowed.

8.1.6.5.3 Unsafe portable space heaters cannot be repaired and must be removed.

8.1.7 Waiver for Fuel Switching or Alternative Appliance Type

Contractor shall not switch fuel when replacing furnaces or any other allowable appliance or replace an alternate appliance type unless an energy audit is conducted or a waiver request is submitted to CSD and approved. Contractor shall

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submit the waiver request through the CSD Local Agencies Portal website at <https://agencies.csd.ca.gov/home/Energy/Pages/Weatherization.aspx>. Contractor shall keep a copy of such waiver in the client's file.

**8.1.8 Priority Lists of Energy Conservation Measures**

Contractor shall install energy conservation measures in single-family dwellings, mobile homes and small multi-unit dwellings in accordance with the CSD Priority List Protocol (CSD TRM, Appendix D).

**8.1.9 Energy Audit Requirements**

8.1.9.1 If all feasible measures classified under Health & Safety and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the DOE Priority List Protocol and conducting an energy audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol, and CSD Priority List Protocol.

8.1.9.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol and CSD Multi-Family Energy Audit Protocol (CSD TRM, Appendix D).

8.1.9.3 Contractor must utilize the CSD-approved energy audit software tool appropriate to the building type as identified in CSD's Energy Audit / Priority List Protocol (CSD TRM, Appendix D).

**8.1.10 Occupant Notification**

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

**8.1.11 Natural Disasters**

8.1.11.1 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 pursuant to the Bipartisan Infrastructure Law State Plan and Application to the U.S. Department of Energy (V.9), Energy Crisis and Disaster Response Plan, which is hereby incorporated by reference

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to this Agreement and available on the CSD Local Agencies Portal within the [BIL DOE WAP State Plan](#).

8.1.11.2 The occupant shall be certified as currently eligible, and a dwelling assessment shall be performed.

8.1.11.3 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.

**8.1.12 Worker Safety**

8.1.12.1 Contractors are responsible for ensuring the safety of its weatherization field personnel performing weatherization activities under this Agreement and in accordance with the CSD Health and Safety policies and internal policies of the contract intended to protect the safety of weatherization field personnel.

8.1.12.2 Agencies must ensure that their weatherization field personnel are trained on how to handle situations where weatherization clients and other occupants within a weatherization project display behavior that is construed to be abusive and threatening to weatherization field personnel and their personal safety. Such situations constitute reasons for deferring weatherization services to the dwelling itself. Weatherization field personnel must be trained to recognize, deal with, and document threatening situations they encounter while performing weatherization measure installations.

8.1.12.3 Contractors must document such incidents in the CSD Weatherization Deferral Form (CSD 542) and always maintain a copy of the completed form in the client file.

**8.2 Quality Assurance**

**8.2.1 Certification**

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization work performed under this Agreement. Contractor shall document such assurances on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611 or approved Contractor's equivalent) and the document shall be signed and dated by a certifying Contractor representative.

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8.2.2 Post-Weatherization Inspections

- 8.2.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Agreement. Completed jobs shall not be billed to CSD until a post-inspection has been completed and any inspection fails are resolved.
- 8.2.2.2 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD weatherization guidelines. The post-inspection shall:
  - 8.2.2.2.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Agreement.
  - 8.2.2.2.2 In addition, installed measures shall be reviewed to determine the absence of any feasible measure not installed and the installation of a measure (non-feasible measure) that may not follow said standards and the terms and conditions of this Agreement.
  - 8.2.2.2.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable.
  - 8.2.2.2.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence.
  - 8.2.2.2.5 Verification that energy audit and priority list decision was correctly and logically determined in compliance with the TRM Appendix D Energy Audit/Priority List Protocol and DOE Energy Audit Priority Checklist Form (CSD 710), and that the completed CSD 710 form was in the client file.
  - 8.2.2.2.6 Inspector shall confirm that any ECMs as part of the priority list meets the DOE-specific criteria based on building and fuel types, that measures feasibility was accurately reported, that ECMs were installed in priority order, and that all required documentation and photographs are contained in the client file.

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- 8.2.2.2.7 Inspector shall confirm that any ECMs installed as part of the energy audit met energy audit improvement results including but not limited to: accurate reporting of dwelling characteristics; confirmation of pre- and post- blower door and duct testing results were accurately recorded and coincided with the reported data on the CSD 704 Shell Leakage Datasheet and CSD 706 Duct Leakage Datasheet; measured insulation R-values; accurate reporting of efficiencies and costs of heating/cooling and water heating installations; and that the costs billed do not exceed the improvement costs identified in the Improvement Analysis Report.
  - 8.2.2.2.7 Inspector shall retest all diagnostic testing performed in subparagraph 8.2.2.2.3 and 8.2.2.2.4; and
  - 8.2.2.2.8 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.
- 8.2.2.3 Contractor shall ensure that post-weatherization inspections are performed by a Certified QCI, as provided in Section 9.2 of this Agreement. If Contractor subcontracts Quality Control Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:
- 8.2.2.3.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per inspection. The inspection rate includes all expenses related to the Certified Quality Control Inspection such as the cost of the inspection, administration, and travel costs of subcontractor.
  - 8.2.2.3.2 Subcontractors that are part of CSD’s network of DOE contractors, with a contract, Memorandum of Understanding, or similar contract with Contractor not obtained through the procurement process, shall bill actual costs for the Certified Quality Control Inspection and related expenses such as inspector wages, overhead, administration, and travel costs of

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subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

- 8.2.2.4 Subcontractors who provide basic weatherization services shall not conduct assessments or inspect dwellings.
  - 8.2.2.5 Contractor 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.
  - 8.2.2.6 If Contractor elects to subcontract with entities outside of CSD's network of contractors/local service providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling post-weatherization inspection.
  - 8.2.2.7 The Certified QCI shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing a Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.
- 8.2.3 Third-Party Inspections
- 8.2.3.1 The State may use a third-party inspector to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.
  - 8.2.3.2 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.
  - 8.2.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by the State or its designee within 20 business days of written notification.
  - 8.2.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM. Any Hazard Fails that are not remedied within the required timeline of

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18 hours will require completion of the Hazardous Correction Work Plan to be completed by the Contractor which includes the reason the hazardous correction cannot be resolved within 18 hours and action that will be taken to resolve the hazard.

- 8.2.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD within 20 business days.

8.2.4 Noncompliance

- 8.2.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve an identified Fail or Hazard Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit(s) in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the 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 so long as the condition remains unresolved.
- 8.2.4.2 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.
- 8.2.4.3 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 non-installed measure or quantity will be withheld from subsequent reimbursements.

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- 8.2.4.4 Contractor will be subject to Special Conditions, in accordance with Article 10.4, if it is determined that one or more of the following conditions exist:
  - 8.2.4.4.1 Contractor has a history of unsatisfactory performance.
  - 8.2.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
  - 8.2.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner.
  - 8.2.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

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**ARTICLE 9 – TRAINING, LICENSING AND CERTIFICATIONS**

**9.1 Training Requirements**

9.1.1 CSD’s statewide training program is detailed in the CSD Training Policies and Procedures Manual (TPPM). Contractor shall ensure weatherization service activities covered by this Agreement are performed by properly licensed contractors and/or properly trained individuals in accordance with training requirements specified in the TPPM.

9.1.2 Contractor shall maintain and make available for reference to Contractor’s employees and subcontractors who perform weatherization services, the following foundation documents:

9.1.2.1 CSD Technical Reference Manual;

9.1.2.2 CSD Training Policies and Procedures Manual (TPPM);

9.1.2.3 Other applicable policies and procedures;

9.1.2.4 Official State and Federal Program Notices;

9.1.2.5 Current CSD Field Forms; and

9.1.2.6 Required training materials.

**9.2 Quality Control Inspectors Certification**

9.2.1 Quality Control Inspectors (QCI) working for, or contracted by, Contractor must possess the knowledge, skills, and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis for QCIs. This applies to all individuals who perform final inspections under the IIJA WAP.

9.2.2 Staff that have successfully passed the BPI QCI Certification exam and received a certificate will be eligible to conduct final inspections. As a micro-credential, prior successful completion of the BPI Energy Auditor certification also will be required.

9.2.3 Certified QCIs can be employed by third party organizations or weatherization Contractors that possess the required BPI Quality Control Inspector Certification.

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9.2.4 The Quality Control Certification identification number of the QCI providing the post-inspection shall be identified on the Agency Post Inspection Report (CSD 611).

**9.3 Contractor Licensing**

Contractors, unless otherwise exempt, or their subcontractors who perform basic weatherization services under this Contract shall comply with the TRM and following licensing requirements:

- 9.3.1 Possess and maintain an active Class “B” General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;
- 9.3.2 Fulfill the requirements of and receive certification pursuant to the Toxic Substances Control Act, Section 402 (15 USC § 2601 et seq.; 40 CFR § 745.226 & 227);
- 9.3.3 Contractor, unless otherwise exempt from the licensing requirement, shall upload, and maintain a copy of the current Class “B” CSLB license into the CSD Training Portal;
- 9.3.4 Contractor is responsible for ensuring that all subcontractors have an active license and are in good standing with CSLB for the duration of the subcontract; and
- 9.3.5 Contractor shall immediately notify CSD when any changes in licensing occur.

**9.4 Special Licensing - Weatherization**

- 9.4.1 Special licensing may 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.
- 9.4.2 Specialty subcontractor shall possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures and includes C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing

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Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65  
Weatherization Energy Conservation.

**9.5 Environmental Protection Agency (EPA) Certifications**

- 9.5.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all their weatherization services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.
- 9.5.2 Contractor shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.
- 9.5.3 Any contractor without the required certification will not be allowed to perform weatherization services.

**9.6 Additional Mandatory Training**

Contractor must participate in mandatory training such as eligibility start-up training, TRM-specific trainings, contract review webinars, monitoring trainings, and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to these training opportunities via announcement posted on the LAP.

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**ARTICLE 10 – COMPLIANCE POLICIES AND PROCEDURES**

**10.1 Right to Monitor, Audit, and Investigate**

10.1.1 Contractor shall comply with any duly authorized representative of the federal or state government, which includes but is not limited to the DOE, federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations. Contractor shall comply with DOE and CSD requests to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site visits, audits, and any other appropriate means as DOE and CSD deem necessary.

10.1.1.1 For purposes of ensuring full compliance with the IIJA WAP, CSD may initiate special audits, monitoring visits and requests for program-related information, which Contractor shall provide and/or accommodate in a timely fashion.

10.1.1.2 Should Contractor fail to assist and cooperate with CSD in its oversight functions, or should CSD determine Contractor has not met its obligations under this Agreement, the Parties agree to the following:

10.1.1.2.1 CSD may issue a written, detailed finding and directive, advising Contractor of its failure to meet its obligations, which directive shall specify a date, within a reasonable period, given the urgency and time constraints associated with IIJA WAP, in which Contractor must be in full compliance with the directive.

10.1.1.2.2 Should Contractor fail to comply with the CSD finding and directive, CSD may suspend IIJA WAP payments to Contractor as provided herein until such time as Contractor complies.

10.1.1.2.3 Should Contractor dispute CSD's finding, it shall within 15 days of receipt of the finding deliver a written rebuttal to CSD which CSD shall evaluate and respond to within ten days, stating whether the finding shall be revoked, amended, or enforced.

10.1.1.3 Any suspension of IIJA WAP payments as provided above shall be conditioned upon CSD providing the Federal funding agency with

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copies of its finding(s) and directive(s) together with Contractor's rebuttal(s).

- 10.1.1.4 Should the Federal funding agency investigate or review, the payment suspension shall be in force until such time as the Federal funding agency affirms, recommends, or compels reversal of CSD's finding(s).
- 10.1.1.5 Contract status and payment obligation disputes which are not resolved to the mutual satisfaction of the Parties through the procedures specified above, shall be resolved in accordance with procedures established for the standard (non-IIJA WAP) CSD programs under applicable Federal and State law, provided CSD may, at its option, withhold IIJA WAP payments until final resolution of the dispute.
- 10.1.2 Contractor shall comply with any duly authorized agent or representative of the federal or state government that is undertaking an investigation in accordance with 42 USC § 6866 and 10 CFR § 440.23, as amended.
- 10.1.3 DOE Monitoring Notice. As specified in DOE WPN 23-4, DOE may monitor or audit Contractor's administration of IIJA WAP at any time, including through on-site visits and technical assistance visits, and with little or no prior notice to CSD or Contractor. Contractor shall comply with all DOE informational requests in connection with program compliance monitoring, audit, general inquiries, or aiding resolution of public inquiries or complaints directed to DOE pertaining to activities covered by this Agreement.
- 10.1.4 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Agree are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.
- 10.1.5 All agreements entered by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

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**10.2 Auditing Standards and Reports**

10.2.1 Auditing Standards

10.2.1.1 Applicability. The standards set forth 2 CFR 200 Subpart F, Audit Requirements, are hereby incorporated by reference.

10.2.1.2 Supplemental Audit Guide. In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Agreement by reference in the Table of forms and Documents Incorporated by Reference. The Supplemental Audit Guide may be accessed at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F – Audit Requirements (§§ 200.500-521), standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in the U.S. Government Accountability Office’s “Government Auditing Standards, July 2018 Revision,” as amended April 2021. The 2024 revision is effective for financial audits, attestation engagements, reviews of financial statements, and performance audits for periods beginning on or after December 15, 2025.

10.2.2.2 Organizations below audit threshold. Contractors falling below the federal funding threshold, currently \$1,000,000, that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice. In addition, agencies will be required to submit an email to [audits@csd.ca.gov](mailto:audits@csd.ca.gov) certifying they fall below the audit threshold in accordance with Section 10.2.3.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510(b). All DOE contracts shall be reported separately on the SEFA. In addition, a Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single audit fiscal year. The SSRE shall report revenues and expenditures for CSD funding by contract budget line item and agency fiscal year, revenue and expenditures for

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the audit period. The SSRE shall cover the entire contract term as required in CSD’s Supplemental Audit Guide.

10.2.3 Submission of Audit Reports. Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 Failure to File IRS Form 990 for Tax-Exempt Organizations. If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:  
[audits@csd.ca.gov](mailto:audits@csd.ca.gov)

Upon receipt of the audit report, CSD’s Audit Services Unit (ASU) will send a confirmation email within ten business days. Contractor should verify receipt of ASU’s confirmation email to ensure its single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller’s Office (SCO), if Contractor is a local government agency, you may submit your reporting package to the SCO via the SCO’s Data Exchange Portal (DEP), or by U.S. Postal Service or private carrier. Reports submitted via DEP must be uploaded as unsecured PDFs.

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Agreement, CSD may impose additional conditions, as described in 2 CFR § 200.208 and CPN-A-24-01. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 2 CFR §§ 200.339 – .343, Remedies for Noncompliance:

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- 10.2.6.1 Temporarily withhold payments until the recipient or subrecipient takes corrective action;
  - 10.2.6.2 Disallow costs for all or part of the activity associated with the noncompliance of the recipient or subrecipient;
  - 10.2.6.3 Suspend or terminate the Federal award in part or in its entirety;
  - 10.2.6.4 Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and the Federal awarding agency's regulations;
  - 10.2.6.5 Withhold further Federal funds (new awards or continuation funding) for the project or program; or
  - 10.2.6.6 Pursue other legally available remedies.
- 10.2.7 Collection of Disallowed Costs based on an Audit Transmittal Report (TR)
- 10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor's submission, issue a final TR, no later than 30 calendar days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, ASU shall notify CSD's Fiscal Accounting Services Unit (FASU) to send an invoice. Contractor will tender payment to FASU or respond with a repayment plan acceptable to FASU.
  - 10.2.7.2 All statements, notices, responses and demands issued in accordance with Article 10.2.7 shall be in writing.
  - 10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.1.

**10.3 Compliance Monitoring**

- 10.3.1 Contractor shall substantiate that all costs claimed pursuant to this Agreement are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor shall trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

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- 10.3.2 Contractor shall ensure funds allocated are expended for the purposes identified in federal law, and for allowable and allocable costs under the applicable rules of the Code of Federal Regulations.
- 10.3.3 Contractor shall comply with CSD’s on-site or in-house visits and follow-up monitoring to ensure that Contractor meets the performance benchmarks, administrative standards, financial management requirements, and other requirements of the federal program.
- 10.3.3.1 Monitoring during Ramp-Up Period. Contractor’s failure or inability to perform ramp up services, such as failure to conduct activities in accordance with its Ramp-Up Plan, may be cause for denial of further allocations, contract suspension, disqualification from IIJA WAP, and other legally available remedies, including initiating the Enforcement Process. Should Contractor’s failure to perform under the Ramp-Up Agreement result in contract termination, Contractor shall repay its full allocation upon request from CSD. The Hearing contemplated in Article 10.4 is inapplicable for recovery stemming from termination of the Ramp-Up Agreement.
- 10.3.3.2 Monitoring during Production Period. Contractor’s failure or inability to perform services, such as failure to conduct activities in accordance with its IIJA WAP Production Plan Template, may be cause for denial of further allocations, contract suspension, disqualification from IIJA WAP, and other legally available remedies, including initiating the Enforcement Process. Should Contractor’s failure to perform under the Production Agreement result in contract termination, Contractor shall repay its full allocation upon request from CSD. The Hearing contemplated in Article 10.4 is inapplicable for recovery stemming from termination of the Production Agreement.
- 10.3.3.3 CSD reserves the right to review Contractor’s submission of monthly expenditure reports. Failure to submit timely or compliant expenditure reports may be interpreted by CSD as noncompliance with Contractor’s Ramp-Up or Production Plan Template or this Agreement.
- 10.3.3.4 Contractor’s failure or inability to achieve performance benchmarks, such as failure to conduct activities in accordance with its Production Plan Template, may be cause for denial of further allocations, contract suspension, or contract termination. Contract termination shall be in accordance with 10.4 and fiscal and other Contractor obligations referenced under Section 2.2 – Contractor’s Option of Termination.

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10.3.4 In accordance with the Uniform Guidance (2 CFR § 200.337), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to affect the purposes of this paragraph. To realize the objectives of this subparagraph and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.4.1 Upon request, provide a list of clients, jobs or properties to or for which DOE WAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively “Associated Programs.”

10.3.4.2 With respect to such list of clients, jobs, or properties, provide CSD and/or the investigative entities or persons referenced in Article 10.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State DOE WAP guidelines.

10.3.4.3 For purposes of this Agreement:

10.3.4.3.1 “Duplicate billing” is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.4.3.2 To the extent necessary to realize the objectives of this article, the term “Contractor” includes any subcontractor or agent of Contractor in possession of the files, records, or

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documents or other information bearing on related services under any relevant Associated Program.

10.3.4.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no DOE WAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.4.5 In the event Contractor is unable to comply with the provisions of subparagraphs 10.3.4.1 or 10.3.4.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.4.5.1 Contractor has not submitted duplicate billings to both DOE WAP and Associated Program.

10.3.4.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.5 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records and documents. Contractor shall submit client files, records and documents via the FTP to allow CSD to complete an in-house review.

10.3.6 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

10.3.7 Collection of Disallowed Costs

10.3.7.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

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- 10.3.7.2 Time for response. Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.
- 10.3.7.3 Notice after review of further supporting evidence. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 10.3.7.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 10.4.5, subparagraph 10.4.5.5 of this Agreement, for CSD's final determination of disallowed costs.
- 10.3.7.3.1 All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.
- 10.3.7.3.2 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

**10.4 Enforcement Process - Noncompliance with Requirement of this Agreement**

**10.4.1 Tax-Exempt Status Requirement**

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued DOE grant reimbursements and participation under the Agreement. All 501(c)(3) contractors shall notify CSD within one (1) business day upon revocation of their tax-exempt status and cease all work performed under this Agreement. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Agreement.

**10.4.2 General**

The authority for CSD Enforcement Actions, as defined in paragraph 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible

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entity status (collectively “Enforcement Process”) is found in the Code of Federal Regulations, and in state regulations, with reference to 22 CCR §100875. To facilitate compliance with the cited authorities, the Parties agree that the present article: 1) shall guide, inform, and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, “High Risk” – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable and that Contractor’s financial condition is so tenuous that its ability to implement this Agreement is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor’s noncompliance constitutes a material breach of the Agreement, CSD may initiate an Enforcement Action. For purposes of this article, “Enforcement Action” means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor’s service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of “high risk” designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the “high risk” designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action(s) must be taken and completed.

10.4.3.3 For purposes of this article, “material breach” means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s).

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds.

10.4.3.3.3 Has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and

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obligations over the term of the Contract or a significant portion thereof.

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD.

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

**10.4.4 Special Conditions and Sanctions**

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in paragraph 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed.

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance.

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- 10.4.4.3.2 The imposition of special or additional reporting requirements.
- 10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures.
- 10.4.4.3.4 The provision of documentation by Contractor; and/or
- 10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.
- 10.4.4.4 Sanctions may include, but are not limited to:
  - 10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or
  - 10.4.4.4.2 The issuance of stop-work orders.
- 10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines based on credible information that:
  - 10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, or
  - 10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and
  - 10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.
- 10.4.4.6 Review of Special Conditions and/or Sanctions.
  - 10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.
  - 10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's

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objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

- 10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.
- 10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.
- 10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.
- 10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 10.4.4.5 applies.

**10.4.5 Cost Disallowance**

- 10.4.5.1 If Contractor's non-compliance with the terms of this Agreement results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.
- 10.4.5.2 The Statement of Questioned Costs shall include:
  - 10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

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- 10.4.5.2.2 The reason the costs are questioned, and the information and/or documentation required to justify payment of the costs;  
and
- 10.4.5.2.3 The timeframe and procedures for Contractor’s submission of the required information or documentation to CSD.
- 10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor’s records, files, and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor’s agents, accountants, and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subparagraph, CSD may either impose sanctions, as provided in subparagraph 10.4.4.4 or, if feasible, issue a Notice of Disallowed Costs.
- 10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:
- 10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and
- 10.4.5.4.2 The date by which repayment must be made or, in the alternative,
- 10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.
- 10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subparagraph 10.4.4.6.4 of this section, in a combined proceeding.

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- 10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subparagraph 10.4.5.5, the Notice of Disallowed Costs shall be deemed final, and Contractor shall comply with the provisions of the present Paragraph 10.4.5.
- 10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability of Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:
- 10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;
  - 10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;
  - 10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and
  - 10.4.5.7.4 Contractor's financial condition and ability to pay.
- 10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.
- 10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Agreement are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.
- 10.4.8 Lien rights. The State retains lien rights on all funds advanced.

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**10.5 Service Delivery and Expenditure Requirement**

10.5.1 Service Delivery and Expenditure of Funds

- 10.5.1.1 Contractor shall be afforded maximum flexibility and control, within the parameters of federal law, in the planning, administration, and delivery of IIJA WAP services. Regardless of the modalities and techniques utilized, Contractor shall: a) Ensure that the maximum numbers of persons are served consistent with the effective and efficient service delivery under program requirements and applicable law; and b) Fully expend program funds as required within the defined Period or Phase during the Contract term.
- 10.5.1.2 Failure to expend funds, weatherize units, and provide services to readily available units occupied by qualified applicants as detailed in IIJA WAP Production Plan Template, TRM and TPPM except for compelling reasons beyond Contractor’s control and determined by CSD to justify the Contractor’s explanation, shall be deemed evidence of breach of contract and may constitute grounds for “high risk” designation and the applicable remedies as provided in Article 10.4, “Enforcement Process – Noncompliance with the Requirements of this Contract.” Such failure of performance may, in accordance with the provisions of this Article, result in a reduction in Contractor’s grant allocation and the redistribution of unexpended funds.
- 10.5.1.3 Contractor must submit the DOE IIJA Expenditure and Production Assessment Template (EPAT), a form provided by CSD, by April 1, 2027. The EPAT shall include:
  - 10.5.1.3.1 The amount requested from the Contractor’s Phase 3 allocation, if any; and
  - 10.5.1.3.2 The expenditure and production targets for the requested Phase 3 allocation, and any remaining Phase 1 and 2 allocation that the Contractor requests to expend during the Phase 3 period.
- 10.5.1.4 CSD reserves the right to modify the Contractor’s Phase 3 allocation request in the event the Contractor’s submitted EPAT includes a significant unexpended balance of Phase 1 and 2 funds that when combined with the Phase 3 allocation requested funds, is determined by

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CSD to exceed the Contractor's ability to fully expend based on the Contractor's demonstrated performance to date.

10.5.1.5 Upon CSD's approval of the Contractor's Phase 3 allocation request and the EPAT, the Contractor shall expend all related contract funds.

**10.5.2 Contractor Performance Benchmark and Reporting Requirements**

10.5.2.1 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's compliance with required performance benchmark levels. Based upon these reports, CSD may determine that Contractor has not met its expenditure and unit minimum benchmarks as Contractor detailed in Production Plan Template and is thus out of compliance with this Contract. CSD may reduce or eliminate Contractor's grant allocation for Production/Ramp Up Period – Phase 1 and Production Period Phase 2 if Contractor is out of compliance and has not met minimum performance benchmarks.

10.5.2.2 Should the Contractor's actual expenditure and unit trend indicate the Contractor is unlikely to meet the performance benchmark requirements indicated in Article 1.3 and as detailed in Contractor's IIJA WAP Production Plan Template, CSD may, at its sole option, notify Contractor in writing that Contractor's total allocation, including capped budget items, shall be reallocated. Notice of such action shall be issued within 30 calendar days after Contractor's performance benchmark period as noted in Section 10.5.2.1.

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**ARTICLE 11 – FEDERAL AND STATE POLICY PROVISIONS**

**11.1 Certifications**

11.1.1 Contractor’s signature affixed to the Agreement shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Contractor Certification Clauses (CCC 04/2017);

11.1.1.2 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35); and

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

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD LAP website at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx> or [https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language \(CCC-04/2017\)](https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language_(CCC-04/2017)).

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**11.2 Provisions for Federally Funded Grants**

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for DOE WAP funds and assures compliance with the purposes as set forth in 42 USC §§ 6861 et seq., as amended, and the IIJA.

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11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W-13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508 (Pub. L. 104-208), and No Verification Requirement For Nonprofit Charitable Organizations, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit charitable organizations are exempt from the requirement under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)) (8 USC § 1642(d)).

11.2.4 Federal Funding Accounting Accountability and Transparency Act Reporting Requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding Contractors (sub-awardees) receiving federal funds. Contractor must complete CSD Form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

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

**11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters**

Contractor must certify in writing that to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

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- 11.3.2 Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and
- 11.3.4 Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- 11.3.5 If any of the above conditions are true for the Agreement or any of its officers, Contractor shall describe such condition and include it as an attachment to Part I of the Agreement. Based on the description, CSD in its discretion may decline to execute this contract or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the IIJA WAP and annual DOE WAP.

**11.4 Affirmative Action Compliance**

- 11.4.1 Each Contractor or subcontractor with 50 or more employees and contract of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- 11.4.2 The written program shall follow the guidelines Equal Employment Opportunity clause obligations set forth in 41 of the Code of Federal Regulations, Subtitle B, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.1 through 60-741.47.
- 11.4.3 Each Contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full, with the requirements thereof.

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**11.5 Nondiscrimination Compliance**

11.5.1 Contractor’s signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.2 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.3 Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (38 USC § 4212 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.4 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (regulations implementing Executive Orders 11246 and 11375) (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.5 Americans with Disabilities Act of 1990 (Pub. L. 101-336, 42 USC § 12101 et seq.).

**11.6 Contractor Fair Hearing – Civil Rights Act Violation**

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.), Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The HHS shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

**11.7 Specific Assurances**

11.7.1 Pro-Children Act of 1994

11.7.1.1 Smoking Prohibitions. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children

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under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11.7.1.2 The above language must be included in any subawards that contain provisions for children’s services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

**11.7.2 Build America, Buy America (BABA)**

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made if the unit is a publicly owned building.

In 2022 DOE further expanded upon this established “Build America, Buy America” (BABA) provision, indicating that federal funds cannot be used for a project unless certain manufactured products and construction materials (such as iron, steel, glass, lumber, drywall, and other building materials) are all produced or manufactured in the United States. BABA does not apply to tools, equipment, and supplies, such as temporary scaffolding brought to the construction site and removed at or before the completion of the project. Only weatherization on public housing (such as HUD housing), or on privately owned buildings that serve a public function are required to comply with BABA. Contractor must receive prior approval from CSD to begin a project on public housing.

**11.7.3 Federal and State Occupational Safety and Health Statutes**

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes (federal and Cal/OSHA); the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers’ Compensation laws (Labor Code §§ 3200 et seq.).

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11.7.4 Political Activities

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by federal law under 2 CFR § 200.450.

11.7.6 Performance of Work in United States

All work performed under this Award must be performed in the United States to qualify for reimbursement.

11.7.7 Use of Program Income

If Contractor earns program income during the project period because of this Award, Contractor may add the program income to the funds committed to the Award and use to further eligible project objectives.

**11.8 Publications**

11.8.1 Contractor is encouraged to publish or otherwise make publicly available the results of the work conducted under the award, subject to compliance with Section 11.8.2 below.

11.8.2 An acknowledgment of IIJA WAP support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

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*Acknowledgment:*

“This material is based upon work supported by the Department of Energy’s Bipartisan Infrastructure Law Weatherization Assistance Program, administered by the California Department of Community Services and Development, under Award Number 81.042.”

*Disclaimer:*

“This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

**11.9 Decontamination and/or Decommissioning (D&D) costs**

Notwithstanding any other provisions of this Agreement, neither the State nor Federal Government shall be responsible for or have any obligation to the recipient for: (i) Decontamination and/or Decommissioning (D&D) of any of the recipient’s facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

**11.10 Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services**

11.10.1 As set forth in 2 CFR 200.216, Contractor is prohibited from obligating or expending project funds (federal and non-federal funds) to:

11.10.1.1 Procure or obtain covered telecommunications equipment or services;

11.10.1.2 Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

11.10.1.3 Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

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- 11.10.2 As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
- 11.10.2.1 Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - 11.10.2.2 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - 11.10.2.3 Telecommunications or video surveillance services provided by such entities or using such equipment; and
  - 11.10.2.4 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 11.10.3 For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. For additional information, see section 889 of Public Law 115-232 and § 200.471.

**11.11 Trafficking in Persons**

- 11.11.1 Non-Profit contractors and non-profit contractor’s employees must not engage in:
- 11.11.1.1 Severe forms of trafficking in persons;
  - 11.11.1.2 The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

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- 11.11.1.3 The use of forced labor in the performance of this award or any subaward; or
- 11.11.1.4 Acts that directly support or advance trafficking in persons, including the following acts:
  - 11.11.1.4.1 Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee’s identity or immigration documents;
  - 11.11.1.4.2 Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
    - 11.11.1.4.2.1 Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant or cooperative agreement; or
    - 11.11.1.4.2.2 The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
  - 11.11.1.4.3 Soliciting a person for the purpose of employment, or offering employment, by means materially false or fraudulent pretenses, representations, or promises regarding that employment;
  - 11.11.1.4.4 Charging recruited employees a placement recruitment fee; and
  - 11.11.1.4.5 Providing or arranging housing that fails to meet the host country’s housing and safety standards.

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11.11.2 Employee means either:

11.11.2.1 An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

11.11.2.2 Another person engaged in the performance of this project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

11.11.3 The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude,” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

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**ARTICLE 12 – GENERAL TERMS AND CONDITIONS**

Contractor may find the required California General Terms and Conditions (GTC 02/2025) at the following web address:

[Standard Contract Language \(ca.gov\)](#).

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**ARTICLE 13 – DEFINITIONS**

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 USC §§ 6861 et seq.) and regulation (see 2 CFR Part 200 and 10 CFR Part 440), or as more specifically defined as:

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

Amendment: A formal change to the Contract 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 Contract.

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

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 Contract.

Automation Costs: Such expenditures may include, but are not limited to, any IT expense related to CSD System costs incurred including necessary upgrades to Contractor's system, computer, and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and start-up requirements related to IT automation needs. All costs reported in this line item must be directly related to program functions.

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

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Call-Back: A call-back occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by an agency. The required warranty periods are defined in CSD TRM. Warranty corrections are required under both LIHEAP and DOE IIJA WAP, however, under DOE IIJA WAP, Contractor is required to notify CSD for billing instructions and DOE is required to be notified of all call-backs.

Contract: The complete contents of this contract entered 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.

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

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions, and uncertainty. A CPA serves as short-term guidance or transitional in nature, to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of a CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

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

Certification Date: The date the applicant is deemed eligible, and the agency commits to provide services. The certification date should not be before the intake date.

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.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who are 19 years of age or younger.

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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 to verify eligibility.

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.

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

Contractor Average Cost Per Unit (ACPU): Represents the maximum average cost per dwelling unit for weatherization services. For the IIJA grant, DOE will utilize a multi-year average of annual ACPU limits from Program Years 2022-2028 (refer to DOE WPN IIJA-5 Revised and 10 CFR Section 440.18 Allowable expenditures). DOE and CSD will monitor expenditures, production and the ACPU throughout the life of the grant. The ACPU for the grant will be evaluated by DOE based on the final average ACPU. CSD will issue notice to the Contractor of any updates to the ACPU average per future DOE guidance.

Program Year	Annual DOE-Defined ACPU	Total Allowable Contractor ACPU Averaged Across Program Years
2022	\$8,009	\$8,009
2023	\$8,250	\$8,129
2024	\$8,497	\$8,252
2025	\$8,547	\$8,325
2026	TBD	TBD
2027	TBD	TBD
2028	TBD	TBD
IIJA Grant Average	= Average of PY 2022 through PY 2028	TBD

The formula for determining the Contractor ACPU is:

Total Program Operations (refer to Program Operations – Article 13 Definitions)  
divided by Total Completed Units

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

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 weatherized and reported as completed, including but not limited to, assessments, diagnostic testing, labor, materials, subcontractors, and other installation costs. Health and Safety Activities are a Program Cost, but they are a separate classification from Direct Program Activities and not included in the Contractor ACPU calculation.

Disposal Fees: A fee or expense charged by a third-party waste removal entity and/or the direct cost incurred by a contractor for the action of removing or getting rid of refuse, unwanted, and/or hazardous materials left over from the weatherization process.

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 (Pub. L. 94-385). The federal regulations for this program are in 10 CFR Part 440.

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.

Electronic File: A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Elderly: An individual 60 years of age or older.

Energy Audit: An energy audit is an analysis tool intended to be used by the weatherization agencies for the purpose of determining a list of cost-effective measures for a specific dwelling.

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

Environmental Testing: Environmental testing is limited to asbestos testing when a major energy savings measure might be sacrificed as a result of Presumed Asbestos Containing Material (e.g., for vermiculite insulation) and shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees.

Estimated Budget Allocation: The estimated dollar amount of DOE annual funding, based on the Final Allocation from the 2022 DOE IIJA WAP Contract, used to facilitate the completion of budgets, fiscal and local planning efforts in the event this Contract is executed prior to federal authorization of the full annual allocation of DOE funding and funded under Continuing Resolution appropriations.

Final Allocation: The actual amount of funds available to Contractor under this Contract after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for Federal Fiscal Year 2022, and DOE's approval of the Weatherization Grant Application, as publicly announced by CSD's Director or designee, after the execution of this Contract.

Front-End Vendor: An entity that serves as a consultant to CSD's network of Contractors and maintains an electronic user interface that assists Contractors in reporting dwelling unit and expenditure information to CSD's financial reporting system, the Combined Outcome Reporting Engine (eCORE) and possibly other CSD web-based data collection systems.

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 will apply only to the Audit Path as defined in the CSD TRM Appendix D *Energy Audit/Priority List Protocol* and include air conditioning/furnace filter replacements, hot water flow restrictors (aerators) and showerheads (low-flow, handheld, and thermostatic types), water heater blankets, and water heater pipe wrap.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone, travel and materials and activities to prevent exposure to COVID-19 as allowable program costs.

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 TRM.

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Health and Safety Activities: A category of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. Health and Safety Activities may include installation of measures such as CO alarms, smoke alarms, heating/cooling, mechanical ventilation, water heater repairs and replacements, thermostats, lead-safe weatherization and kitchen exhaust repair and replacements among others. The classification of measures is not included in the Contractor ACPU calculation but is subject to a separate Health and Safety allowable maximum percentage.

Health and Safety Formula: The formula to calculate the allowable maximum for Health and Safety expenditures is:

Program Operations (refer to Program Operations – Article 13  
Definitions) multiplied by the current Health and Safety Allowable  
Maximum Percentage.

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.

High Residential Energy User: A low-income household whose residential energy expenditures exceed the median level of residential expenditures for all low-income households in the State.

Historic Preservation Review Costs: Expenses that are subcontracted to a third party to perform the collection of and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

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 2022 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. Infiltration reduction is best accomplished with shell leakage technology.

Intake Date: The date the agency receives or accepts the application.

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Intellectual Property: Patents, trademarks, copyright, mask works, protected data, and other forms of comparable property protected by Federal law and foreign counterparts.

Knob and Tube Wiring: Costs to obtain knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection (breakers or S-type fuses) shall be billed to “Mandatory Assessments and Diagnostics - Permits.”

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.

Limited Home Repair (LHR): Those repairs that have a direct association with weatherization measures being installed and are necessary for the effective performance or preservation of weatherization materials or are related to activities that eliminate a health and safety hazard that would otherwise prevent weatherization or protects/preserves the installation of a health and safety measure.

LHR shall NOT include:

- a. Any other measure or associated incidental repair that has a chargeable line item, including Minor Envelope Repair items.
- b. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

Major Vehicle and Field Equipment Costs: Actual Costs associated with the purchase of the vehicle, office equipment and field equipment \$10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from the DOE is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing DOE pertaining to procurement standards.

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 TRM and 10 CFR Part 440, Appendix A – Standards for Weatherization Materials.

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

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-

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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. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment with per unit fair market value of \$10,000 or less used for the purpose of delivery of direct services. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing DOE pertaining to procurement standards.

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

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

Modified Dwelling Assessment: The process used to evaluate the limited-service needs of an eligible dwelling that has been previously weatherized under the Annual DOE WAP, IIJA WAP or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under DOE. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Multi-Unit Dwellings (MUDs) also known as Multi-Family Buildings (MFBs): Defined as residential dwelling structures containing multiple residential units within a single building, to include duplexes, triplexes, fourplexes, and multi-unit apartments.

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 of the Department of Energy, in the discretion of DOE, may determine to be appropriate. For the Bipartisan Infrastructure Law State Plan and Application to the U.S. Department of Energy (V.9), Energy Crisis and Disaster Response 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.

Nonprofit Charitable Organization: Defined in the Internal Revenue Code, Section 501(c)(3) (26 USC § 501(c)(3)). Section 501(c)(3) is a tax law provision granting exemption from the federal

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income tax to non-profit organizations. 501(c)(3) exemptions may 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.

Other Program Costs: Other program costs include wages (field staff); wages (program management & support); workers' compensation; travel and per diem; disposal fees; ancillary supplies; waste breakages; vehicle & equipment repair, maintenance, fuel; historic preservation review costs.

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.

Primary Heating and Cooling Source: When a home has more than one heating and/or cooling source, one of the following shall be considered the primary unit:

- a. The appliance that provides conditioned air for the dwelling's primary common living area (i.e., occupied during waking hours); or
- b. The unit providing conditioned air to the largest volume of living space; or
- c. The unit with the largest heating/cooling capacity/output (Btu or tons). In a two-story home that has a separate heating and/or cooling source on each floor, the unit on the ground floor is considered the primary heating and/or cooling source, with the following exception.
- d. If the larger capacity/output unit is upstairs, it may be considered the primary unit.

Only the primary heating and/or cooling source (one unit per dwelling) shall be repaired or replaced. It may be one that provides:

1. Heating only; or

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2. Cooling only; or
3. Heating and cooling.

Priority List: The list of energy conservation measures determined to be cost effective by a measure evaluation process. These measures may be installed in the specified type of dwelling in the specified climate zone without performing an energy audit. Allowable measures are contained in CSD's DOE Priority List Protocol.

Program: Weatherization services provided under 42 USC §§ 6861 et seq., as amended.

Program Income: Program income means gross income earned by the recipient or subrecipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(c). Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees, and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. See also 35 U.S.C. §§ 200-212, which applies to inventions made under Federal awards.

Program Operations: Program Operations is a mandated DOE budget category and is defined as the direct costs necessary to affect the weatherization of an eligible dwelling unit. Program Operations is comprised of the following CSD budget line items:

- a. Intake
- b. Outreach
- c. Direct Program Activities
- d. Major Vehicle and Field Equipment (\$10,000 or greater)
- e. Minor Vehicle and Field Equipment (less than \$10,000)
- f. General Operating Costs
- g. Other Program Costs (refer to Other Program Costs – Article 13 Definitions)
- h. Automation Costs

Re-weatherization: Providing weatherization services to a dwelling that was previously weatherized under DOE WAP, DOE ARRA, HUD, USDA, LIHEAP, or other Federal Funds within the past 15 years from the date of post inspection.

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

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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 TRM.

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 calendar 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. *Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database and Intake Form (CSD 43).*

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.

Shelter: A dwelling unit or units whose principal purpose is to house on a temporary basis for individuals who may or may not be related to one another and who are not living in nursing homes, prisons, or similar institutional care facilities.

Single-Family Dwelling: A detached dwelling structure containing no more than one dwelling unit, or a duplex, triplex, or fourplex.

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

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

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 Contract.

Training and Technical Assistance (T&TA): T&TA activities are designed to aid in the development and skill of weatherization crewmembers and program staff in supporting the DOE program.

Travel and Per Diem: Travel and per diem requirements are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.475).

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Vehicle Insurance: Insurance purchased for cars, trucks, and other vehicles related for the delivery of direct programs services.

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 19 years or under), disabled, and elderly persons (ages 60 or older).

Wages – Field Staff: The actual labor costs for related to weatherization supervisors, assessors, inspectors, crew members, and field personnel that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site.

Wages – Program Management and Support: The actual labor costs related to program management and support staff directly responsible for the direct management and oversight over IJJA WAP Weatherization program activity or providing direct support to ensure the successful delivery of weatherization services. This does not include the actual labor costs related to administrative staff, training, and/or labor costs associated with intake and outreach.

Waste Breakage: Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractor’s inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must not be associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal contractor training, safety training, and attendance at weatherization-related training to include EPD system training or other forms of weatherization training sponsored by DOE, CSD and/or other organizations. Related costs may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participating and attendance at policy advisory committee meetings and workgroups.

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

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**ARTICLE 14 – TABLE OF FORMS AND DOCUMENTS INCORPORATED BY  
REFERENCE**

The following forms and documents are available on the CSD Local Agencies Portal website at <https://agencies.csd.ca.gov/home/Pages/Home.aspx>.

**14.1 Forms to be returned with signed contract:**

- 14.1.1 BIL WAP Budget (CSD 570b).
- 14.1.2 DOE Weatherization Priority Plan Narrative (CSD 793).
- 14.1.3 IIJA WAP Production Plan Template.
- 14.1.4 Certification Regarding Lobby/Disclosure of Lobbying Activities.
- 14.1.5 Executive Director and Board Roster (CSD 188); and
- 14.1.6 Federal Funding Accountability and Transparency Act Report (CSD 279).

**14.2 Additional Elements Integral to Contract:**

- 14.2.1 BIL WAP Ramp-Up Plan
- 14.2.2 IIJA WAP Weatherization Budget (CSD 570b).
- 14.2.3 IIJA WAP Allocation Spreadsheet.
- 14.2.4 Contractor Certification Clauses (CCC 04/2017).
- 14.2.5 Current Insurance or Self-Insurance Authority.
- 14.2.6 Davis-Bacon Prevailing Wage Tracking Sheet (Under development by DOE); and
- 14.2.7 Buy American Form for Publicly Owned Buildings (Under development by DOE); and
- 14.2.8 Historic Preservation and National Environmental Policy Act (NEPA) Requirements Form.

**14.3 The following documents are hereby incorporated by this reference:**

- 14.3.1 IIJA WAP Contract Numbers, Contractors, Allocation, Estimated Units and Service Territories.
- 14.3.2 Reimbursement Rates for Weatherization Activities.
- 14.3.3 Training Policies and Procedures (TPPM) Training Tables; and
- 14.3.4 Supplemental Audit Guide.

**14.4 The following CPAs and CPNs are incorporated by reference:**

- 14.4.1 [CPA-A-12-01](#) Procedure Guidance with NCB Procurement Worksheet.
- 14.4.2 [CPN-A-17-01](#) Equipment Use and Disposition Requirements.

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- 14.4.3 [CPN-A-18-01](#) Program Income
- 14.4.4 [CPA-E-18-005](#) Expenditure Reconciliation Policy and Procedure.
- 14.4.5 [CPN-E-19-002](#) Energy Reimbursement Policies and Procedures.
- 14.4.6 [CPA-E-20-01E](#) Guidance and Program Relief for Local Service Providers Directly Impacted by the Novel Coronavirus (COVID-19)
- 14.4.7 [CPA-E-20-03](#) Removal of previously issued CSD Energy Division Program Advisories and Program Notices.
- 14.4.8 [CPN-E-20-05](#) Transferring funds.
- 14.4.9 [CPA-E-21-02E](#) Revised Weatherization Forms Implementation;
- 14.4.10 [CPA-E-21-04](#) Previously Weatherized DOE WAP Dwelling Requirements.
- 14.4.11 [CPN-E-23-01](#) Title 24 Updates
- 14.4.12 [CPN-E-23-03](#) Training Policies and Procedures Manual Release
- 14.4.13 [CPN-E-23-03M1](#) Training Policies and Procedures Manual Modification
- 14.4.14 [CPA-E-23-04](#) Establishment of Confirmation ID Codes to Facilitate the Validation and Reporting of Eligible DOE Dwellings
- 14.4.15 [CPN-E-23-08](#) Previously Weatherized Dwelling Verification
- 14.4.16 [CPN-E-23-08M1](#) Previously Weatherized Dwelling Verification
- 14.4.17 [CPN-A-24-01](#) Single Audit Requirements



JASON WIMBLEY Director  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
(916) 576-7109  
[www.csd.ca.gov](http://www.csd.ca.gov)

February 25, 2026

Dear Executive Director:

The purpose of this letter is to provide you with information regarding your agency's Department of Energy (DOE) Infrastructure Investment and Jobs Act (IIJA) Weatherization Assistance Program (WAP) contract amendment effective February 1, 2026.

CSD is granting your agency's request for an additional allocation of DOE IIJA funds based on your agency's successful administration of DOE IIJA contract funds thus far. The attached amendment increases your total DOE IIJA contract allocation.

Please note that this additional funding increase to your agency's total allocation has been split evenly between Phase 1 and Phase 2 in the attached allocation sheets. For example, if you are receiving a total increase to your allocation of \$200,000, this has been allocated as an additional \$100,000 to Phase 1 and an additional \$100,000 to Phase 2.

This additional funding is linked to contract benchmarks that require these funds and your original Phase 1 and Phase 2 allocations to be fully expended and units produced by June 2027; however, until DOE releases the second half of the IIJA funding to California, you will only have access to the first 50% of your contract allocation.

Should you have questions, please reach out to the DOE Weatherization Unit at [Energy.DOE@csd.ca.gov](mailto:Energy.DOE@csd.ca.gov).

Sincerely,

*Jason Wimbley*

Jason Wimbley  
Director

# ALLOCATION SPREADSHEET

		PHASE 1 - RAMP-UP & PRODUCTION PERIOD					PHASE 2 - PRODUCTION FUNDS IF PHASE 1 GOALS MET				
Agency	Service Area	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Total Allocation	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Total Allocation
1 Spectrum Community Services, Inc.	Alameda	22P-7001	8	8,595	14,006	100,000	22P-7001	8	8,595	14,006	100,000
2 Amador-Tuolumne CAA	Amador, Calaveras, Tuolumne, Alpine, Mono	22P-7002	36	40,326	65,715	469,186	22P-7002	37	40,325	65,714	469,186
3 CAA of Butte County, Inc.	Butte	22P-7003	66	72,826	118,678	847,330	22P-7003	66	72,827	118,677	847,330
4 Glenn County Community Action Department	Colusa, Glenn, Trinity	22P-7004	14	16,015	26,099	186,337	22P-7004	15	16,016	26,098	186,337
5 Contra Costa Employment & Human Services Dept/CSB	Contra Costa	22P-7005	102	112,375	183,126	1,307,477	22P-7005	102	112,375	183,126	1,307,477
6 Del Norte Senior Center, Inc.	Del Norte	22P-7006	0	0	0	0	22P-7006	0	0	0	0
7 Fresno County Economic Opportunities Commission	Fresno	22P-7007	235	259,274	422,511	3,016,631	22P-7007	234	259,273	422,512	3,016,631
8 Redwood CAA	Humboldt, Modoc, Del Norte	22P-7008	25	27,933	45,520	325,000	22P-7008	26	27,933	45,519	325,000
9 Campesinos Unidos, Inc.	Imperial, San Diego - Area A	22P-7009	152	167,030	272,191	1,943,382	22P-7009	151	167,030	272,192	1,943,383
10 Community Action Partnership of Kern	Kern	22P-7010	118	128,922	210,091	1,500,000	22P-7010	117	128,922	210,091	1,500,000
11 Kings Community Action Organization, Inc.	Kings	22P-7011	46	50,784	82,756	590,859	22P-7011	46	50,783	82,756	590,858
12 North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma,	22P-7012	73	80,774	131,629	939,803	22P-7012	74	80,773	131,630	939,802
13 Maravilla Foundation	Los Angeles - Area A, Ventura	22P-7013	273	300,818	490,212	3,500,000	22P-7013	272	300,818	490,213	3,500,000
14 Pacific Asian Consortium in Employment	Los Angeles - Area B	22P-7014	270	298,116	485,808	3,468,555	22P-7014	270	298,115	485,808	3,468,556
15 Long Beach Community Action Partnership	Los Angeles - Area C	22P-7015	236	260,083	423,831	3,026,054	22P-7015	235	260,084	423,832	3,026,055
16 Merced County CAA	Merced, Madera, Mariposa	22P-7016	174	191,750	312,475	2,231,001	22P-7016	174	191,750	312,475	2,231,001
17 Community Action Partnership of Orange County	Orange	22P-7017	234	258,280	420,893	3,005,076	22P-7017	234	258,280	420,893	3,005,076
18 Project GO, Inc.	El Dorado, Nevada, Placer	22P-7018	112	122,330	199,348	1,423,297	22P-7018	111	122,329	199,348	1,423,297
19 Plumas Co. Community Development Commission	Plumas, Sierra, Lassen	22P-7019	0	0	0	0	22P-7019	0	0	0	0
20 Community Action Partnership of Riverside County	Riverside	22P-7020	172	189,182	308,291	2,201,122	22P-7020	171	189,182	308,290	2,201,122
21 Community Resource Project, Inc.	Sacramento, San Joaquin, Sutter, Yuba	22P-7021	221	247,129	402,720	2,875,326	22P-7021	221	247,128	402,720	2,875,325
22 Community Action Partnership of San Bernardino County	San Bernardino, Inyo	22P-7022	245	270,262	440,419	3,144,484	22P-7022	245	270,263	440,418	3,144,485
23 Metropolitan Area Advisory Committee	San Diego - Area B	22P-7023	60	66,506	108,378	773,788	22P-7023	61	66,505	108,377	773,788
24 Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo	22P-7024	39	43,567	70,997	506,905	22P-7024	40	43,568	70,998	506,905
25 Community Action Commission of Santa Barbara County	Santa Barbara	22P-7025	7	8,595	14,006	100,000	22P-7025	8	8,595	14,006	100,000
26 Central Coast Energy Services, Inc.	Santa Cruz, Monterey, San Benito, San Mateo, Santa Clara, Marin, and San Francisco	22P-7026	356	392,555	639,707	4,567,357	22P-7026	356	392,556	639,707	4,567,357
27 Self-Help Home Improvement Project, Inc.	Shasta, Tehama	22P-7027	93	102,389	166,854	1,191,295	22P-7027	93	102,390	166,853	1,191,295
28 Great Northern Services	Siskiyou	22P-7028	27	30,082	49,021	350,000	22P-7028	28	30,082	49,021	350,000
29 Central Valley Opportunity Center, Incorporated	Stanislaus	22P-7029	98	107,847	175,747	1,254,790	22P-7029	97	107,847	175,746	1,254,790
30 Community Services & Employment Training, Inc.	Tulare	22P-7030	123	134,596	219,338	1,566,020	22P-7030	122	134,597	219,338	1,566,019
TBD	TBD		0	0	0	0		0	0	0	0
<b>TOTAL</b>			<b>3,615</b>	<b>3,988,941</b>	<b>6,500,367</b>	<b>46,411,075</b>	<b>3,614</b>	<b>3,988,941</b>	<b>6,500,364</b>	<b>46,411,075</b>	

# ALLOCATION SPREADSHEET

		PHASE 3 - PRODUCTION FUNDS IF PHASE 1 & 2 MET					PHASE 1, PHASE 2 & PHASE 3 - TOTAL CONTRACT RELEASE				
Agency	Service Area	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Total Allocation	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Total Allocation
1 Spectrum Community Services, Inc.	Alameda	22P-7001	0	0	0	0	22P-7001	16	17,190	28,012	200,000
2 Amador-Tuolumne CAA	Amador, Calaveras, Tuolumne, Alpine, Mono	22P-7002	15	16,964	27,644	197,370	22P-7002	88	97,615	159,073	1,135,742
3 CAA of Butte County, Inc.	Butte	22P-7003	28	30,635	49,924	356,443	22P-7003	160	176,288	287,279	2,051,103
4 Glenn County Community Action Department	Colusa, Glenn, Trinity	22P-7004	6	6,737	10,979	78,386	22P-7004	35	38,768	63,176	451,060
5 Contra Costa Employment & Human Services Dept/CSB	Contra Costa	22P-7005	43	47,272	77,035	550,010	22P-7005	247	272,022	443,287	3,164,964
6 Del Norte Senior Center, Inc.	Del Norte	22P-7006	0	0	0	0	22P-7006	0	0	0	0
7 Fresno County Economic Opportunities Commission	Fresno	22P-7007	100	109,068	177,736	1,268,993	22P-7007	569	627,615	1,022,759	7,302,255
8 Redwood CAA	Humboldt, Modoc, Del Norte	22P-7008	10	11,751	19,149	136,716	22P-7008	61	67,617	110,188	786,716
9 Campesinos Unidos, Inc.	Imperial, San Diego - Area A	22P-7009	63	70,264	114,502	817,514	22P-7009	366	404,324	658,885	4,704,279
10 Community Action Partnership of Kern	Kern	22P-7010	48	54,233	88,378	630,998	22P-7010	283	312,077	508,560	3,630,998
11 Kings Community Action Organization, Inc.	Kings	22P-7011	12	13,480	21,967	156,835	22P-7011	104	115,047	187,479	1,338,552
12 North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma,	22P-7012	21	23,502	38,297	273,433	22P-7012	168	185,049	301,556	2,153,038
13 Maravilla Foundation	Los Angeles - Area A, Ventura	22P-7013	115	126,544	206,215	1,472,329	22P-7013	660	728,180	1,186,640	8,472,329
14 Pacific Asian Consortium in Employment	Los Angeles - Area B	22P-7014	114	125,407	204,363	1,459,102	22P-7014	654	721,638	1,175,979	8,396,213
15 Long Beach Community Action Partnership	Los Angeles - Area C	22P-7015	100	109,408	178,291	1,272,957	22P-7015	571	629,575	1,025,954	7,325,066
16 Merced County CAA	Merced, Madera, Mariposa	22P-7016	43	47,576	77,530	553,543	22P-7016	391	431,076	702,480	5,015,545
17 Community Action Partnership of Orange County	Orange	22P-7017	66	72,769	118,583	846,656	22P-7017	534	589,329	960,369	6,856,808
18 Project GO, Inc.	El Dorado, Nevada, Placer	22P-7018	45	51,460	83,859	598,732	22P-7018	268	296,119	482,555	3,445,326
19 Plumas Co. Community Development Commission	Plumas, Sierra, Lassen	22P-7019	0	0	0	0	22P-7019	0	0	0	0
20 Community Action Partnership of Riverside County	Riverside	22P-7020	103	114,110	185,954	1,327,665	22P-7020	446	492,474	802,535	5,729,909
21 Community Resource Project, Inc.	Sacramento, San Joaquin, Sutter, Yuba	22P-7021	80	81,350	132,567	946,497	22P-7021	522	575,607	938,007	6,697,148
22 Community Action Partnership of San Bernardino County	San Bernardino, Inyo	22P-7022	103	113,690	185,269	1,322,776	22P-7022	593	654,215	1,066,106	7,611,745
23 Metropolitan Area Advisory Committee	San Diego - Area B	22P-7023	25	27,977	45,590	325,506	22P-7023	146	160,988	262,345	1,873,082
24 Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo	22P-7024	13	14,195	23,133	165,163	22P-7024	92	101,330	165,128	1,178,973
25 Community Action Commission of Santa Barbara County	Santa Barbara	22P-7025	4	3,615	5,892	42,067	22P-7025	19	20,805	33,904	242,067
26 Central Coast Energy Services, Inc.	Santa Cruz, Monterey, San Benito, San Mateo, Santa Clara, Marin, and San Francisco	22P-7026	0	0	0	0	22P-7026	712	785,111	1,279,414	9,134,714
27 Self-Help Home Improvement Project, Inc.	Shasta, Tehama	22P-7027	30	33,647	54,832	391,485	22P-7027	216	238,426	388,539	2,774,075
28 Great Northern Services	Siskiyou	22P-7028	11	12,654	20,622	147,233	22P-7028	66	72,818	118,664	847,233
29 Central Valley Opportunity Center, Incorporated	Stanislaus	22P-7029	42	45,367	73,931	527,847	22P-7029	237	261,061	425,424	3,037,427
30 Community Services & Employment Training, Inc.	Tulare	22P-7030	50	56,620	92,267	658,770	22P-7030	295	325,813	530,943	3,790,809
TBD	TBD		0	0	0	0		0	0	0	0
<b>TOTAL</b>			<b>1,290</b>	<b>1,420,295</b>	<b>2,314,509</b>	<b>16,525,026</b>	<b>8,519</b>	<b>9,398,177</b>	<b>15,315,240</b>	<b>109,347,176</b>	

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT - AMENDMENT**

STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

AGREEMENT NUMBER <b>22P-7020</b>	AMENDMENT NUMBER <b>3</b>	PURCHASING AUTHORITY NUMBER (if applicable)
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1. This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY NAME  
**Department of Community Services and Development**  
 CONTRACTOR NAME  
**Community Action Partnership of Riverside County**
2. The term of this Agreement is : June 1, 2023 through June 30, 2029
3. The maximum amount of this Agreement is: Total \$5,729,909.00
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - A. The maximum amount of this Agreement payable to Contractor by the State has changed from \$7,639,879.00 to \$5,729,909.00, reflecting a decrease of -\$1,909,970.00

All other terms and conditions shall remain the same.

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

DS  
EP

Initial  
PS

<b>CONTRACTOR</b>		<b>CALIFORNIA Department of General Services Use Only</b>
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>Community Action Partnership of Riverside County</b>		I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 2038 Iowa Avenue, Suite B-102, Riverside, CA 92507		
PRINTED NAME OF PERSON SIGNING Heidi Marshall	TITLE Director	
CONTRACTOR AUTHORIZED SIGNATURE <i>Heidi Marshall</i>	DATE SIGNED 3/4/2026	
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME <b>Department of Community Services and Development</b>		
CONTRACTING AGENCY ADDRESS <b>2389 Gateway Oaks Drive, Suite 100</b>	CITY <b>Sacramento</b>	STATE <b>CA</b>
CONTRACTING AGENCY ADDRESS <b>2389 Gateway Oaks Drive, Suite 100</b>	STATE <b>CA</b>	ZIP <b>95833</b>
PRINTED NAME OF PERSON SIGNING <b>Chris Vail</b>	TITLE <b>Chief Financial Officer</b>	
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>CV</i>	DATE SIGNED 3/6/2026	DS SP  <input type="checkbox"/> Exempt per _____

DS  
SP

Exempt per \_\_\_\_\_

Exhibit D

RFQu -0069 DOE IIJA Awarded Contractors

Contractors	Amount Awarded	Period of Performance
Reliable Energy Management, Inc.	Not to Exceed \$1000000	July 1, 2026 - June 30, 2027
Staples & Associates, Inc.	Not to Exceed \$1000000	July 1, 2026 - June 30, 2027
Davies Home Solutions LLC	Not to Exceed \$1000000	July 1, 2026 - June 30, 2027
Oakridge Energy & Development Inc.	Not to Exceed \$1000000	July 1, 2026 - June 30, 2027

STATE OF CALIFORNIA  
**AGREEMENT SUMMARY**  
 STD. 215 (Rev. 08/2017)

AGREEMENT NUMBER <b>22P-7020</b>	AMENDMENT NUMBER <b>1</b>
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Community Action Partnership of Riverside County		2. FEDERAL I.D. NUMBER 95-6000930
3. AGENCY TRANSMITTING AGREEMENT Department of Community Services and Development	4. DIVISION, BUREAU, OR OTHER UNIT Contract Services Unit	5. AGENCY BILLING CODE 031150
6a. CONTRACT ANALYST NAME Tracie Fong	6b. EMAIL tracie.fong@csd.ca.gov	6c. PHONE NUMBER 916-570-7182

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?  
 NO                       YES (If yes, enter prior contractor name and Agreement Number)                      Yes, Renewal of Master Exemption

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES  
 Bipartisan Infrastructure Law (BIL) DOE Weatherization Assistance Prg

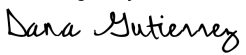
9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need, or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)  
 The Infrastructure Investment and Jobs Act (Public Law (Pub. L.) 117-58), also referred to as the Bipartisan Infrastructure Law ("BIL"), increases DOE funding for local weatherization efforts; Title V, the BIL, Funding for Energy Efficiency and Building Infrastructure, provides; Title IV, the Energy Conservation and Production Act, as amended, authorizes the DOE to administer WAP (42 USC § 6861 et seq.); The BIL amends the current DOE WAP statute for the supplemental grant program (BIL WAP)

10. PAYMENT TERMS (More than one may apply.)  
 MONTHLY FLAT RATE                       QUARTERLY                       ONE-TIME PAYMENT                       PROGRESS PAYMENT  
 ITEMIZED INVOICE                       WITHHOLD \_\_\_\_\_ %                       ADVANCE PAYMENT NOT TO EXCEED  
 REIMBURSEMENT/REVENUE                      \$ \_\_\_\_\_ or \_\_\_\_\_ %  
 OTHER (Explain)                      Reimbursement based upon expenditure and activity reports.

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
FTF	4700-101-0890-4181025	23/24	12	2023	\$ 6,312,214.00

OBJECT CODE                      GRANTS/SUBVENTIONS	AGREEMENT TOTAL	\$ 6,312,214.00
OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT	\$ 0.00
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	\$ 6,312,214.00
	TOTAL AMOUNT ENCUMBERED TO DATE	\$ 6,312,214.00

ACCOUNTING OFFICER'S SIGNATURE DocuSigned by: 	ACCOUNTING OFFICER'S NAME (Print or Type) Dana Gutierrez	DATE SIGNED 1/9/2024
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STATE OF CALIFORNIA

**AGREEMENT SUMMARY**

STD. 215 (Rev. 08/2017)

AGREEMENT NUMBER <b>22P-7020</b>	AMENDMENT NUMBER <b>1</b>
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**JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60**

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

Government Code 19130 (b) (3)

The services being performed under this contract do not cause any displacement of State workers. Federal and/or State law for this program specify the entities that are eligible for these funds.

*The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).*

SIGNATURE 	DocuSigned by: Tracie Fong	NAME/TITLE (Type or Print) Tracie Fong / Contract Analyst	DATE SIGNED 1/9/2024
PHONE NUMBER 916-570-7182	B41034C13F874B0...	STREET ADDRESS 2389 Gateway Oaks Drive, Suite 100	
EMAIL tracie.fong@csd.ca.gov	CITY Sacramento	STATE CA	ZIP 95833

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
**STANDARD AGREEMENT - AMENDMENT**  
 STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

AGREEMENT NUMBER <b>22P-7020</b>	AMENDMENT NUMBER <b>1</b>	PURCHASING AUTHORITY NUMBER (if applicable)
-------------------------------------	------------------------------	---

- This Agreement is entered into between the State Agency and the Contractor named below  
 STATE AGENCY NAME  
**Department of Community Services and Development**  
 CONTRACTOR NAME  
**Community Action Partnership of Riverside County**
- The term of this Agreement is : **June 1, 2023 through June 30, 2027**
- The maximum amount of this Agreement is: **Total \$6,312,214.00**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - Articles 1, 3, 4, 5, 6, 8, 9, 10,12, 13, and 14 are deleted in their entirety and replaced with the attached Articles 1, 3, 4, 5, 6, 8, 9, 10,12, 13, and 14.

DS  
SN

DS  
KLR

All other terms and conditions shall remain the same.  
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<b>CALIFORNIA Department of General Services Use Only</b>	
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> <b>Community Action Partnership of Riverside County</b>		I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval. <div style="text-align: right; margin-top: 100px;">                     DS TF                 </div>	
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP 1325 Spruce Street, Suite 400, Riverside, CA 92507			
PRINTED NAME OF PERSON SIGNING Heidi Marshall	TITLE Director		
CONTRACTOR AUTHORIZED SIGNATURE DocuSigned by: <i>Heidi Marshall</i>	DATE SIGNED 2/5/2024		
<b>STATE OF CALIFORNIA</b>			
CONTRACTING AGENCY NAME <b>Department of Community Services and Development</b>			
CONTRACTING AGENCY ADDRESS <b>2389 Gateway Oaks Drive, Suite 100</b>	CITY STATE ZIP <b>Sacramento CA 95833</b>		
PRINTED NAME OF PERSON SIGNING <b>Chris Vail</b>	TITLE <b>Chief Financial Officer</b>		
CONTRACTING AGENCY AUTHORIZED SIGNATURE DocuSigned by: <i>CV</i>	DATE SIGNED 2/6/2024		



JASON WIMBLEY  
ACTING DIRECTOR

State of California-Health and Human Services Agency  
**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**  
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833  
Telephone: (916) 576-7109 | Fax: (916) 263-1406  
[www.csd.ca.gov](http://www.csd.ca.gov)



GAVIN NEWSOM  
GOVERNOR

Dear Executive Director:

This letter provides information regarding your agency's Production Amendment for the Department of Energy (DOE) Bipartisan Infrastructure Law Weatherization Assistance Program (BIL WAP) contract.

The Production Amendment establishes the first production period, also referred to as "Phase 1," and "Phase 2" covering the period of November 1, 2023, to January 31, 2026. This amendment facilitates the release of \$54,673,588 in DOE BIL WAP grant funds to Local Service Providers (LSPs), initiates the performance of direct service activities by LSPs, and grants LSPs the authority to expend 50 percent of the total contract amount.

For more detailed information on allowable expenditure categories and the corresponding amounts covered by this Production Amendment and in relationship to the BIL WAP Contract amount, please refer to the BIL WAP Production Amendment Allocation Spreadsheet (dated September 29, 2023). You can find the specific expenditure authority for your agency in the "Total Allocation" column located on page one.

As you may recall, CSD administered a 30-day LSP review of the draft Production Amendment, to which CSD received many substantive comments and recommendations from LSPs. These comments and recommendations prompted CSD to make considerable changes to Production Amendment contract provisions and related documents. The following provides a summary of key changes to the draft Production Amendment:

- Revised contract provisions to establish Administrative and Training and Technical Assistance as capped budget line-items vs. budget line-items that are proportionate to total program operation expenditures.
- Expanded language on service delivery outside of the traditional DOE WAP service area.
- Updated where the most recent Eligibility and Verification Guide can be found on the Local Agencies Portal.
- Updated references to Training Tables in the recently released Training Policies and Procedures Manual.
- To account for the delay with issuing the Production Amendment, extended the term of **Ramp-up Phase to end October 31, 2023**, Production Period Phase 1 to end April 30, 2025, and updated the term of Production Period Phase 2 to May 1,

2025, through January 31, 2026. Accordingly, Production Period Phase 3 will cover the period of February 1, 2026, through June 30, 2027.

- Updated the BIL WAP Production Plan template to reflect the changes above.
- General language edits without legal/programmatic impact.

Contract packets must be completed and returned to CSD within 30 calendar days from the date of this letter for private nonprofit agencies and 45 calendar days for public agencies.

To facilitate the timely execution of the Production Amendment, please refer to the checklist for all required documents needed for execution and note the requirement for the timely completion and submission of your agency's BIL WAP Production Plan. As a reminder, CSD must approve your agency's BIL WAP Production Plan and updated BIL WAP Budget (CSD 570b) prior to authorizing the submission of Production Period - Phases 1 and 2 expenses in the Expenditure Activity Reporting System (EARS).

Lastly, CSD is in the process of planning for the introduction of Phase 4, a new contract that will commence following the conclusion of Phase 3. Phase 3 is set to end on June 30, 2027, in accordance with current contract expenditure provisions from the Department of Energy (DOE). While DOE has conveyed the likelihood of a contract term extension in discussions with CSD, it's important to note that CSD cannot make alterations to the contract term until we receive official written confirmation of this extension from DOE. Therefore, the introduction of Phase 4 and the associated overlapping contract period will be contingent upon DOE's formal approval.

The overlapping contract term will be designed to enable a seamless transition between Phase 3 and Phase 4. To facilitate this process, CSD is taking proactive steps to develop a soft contract closeout procedure. We are committed to ensuring that the closeout language aligns with the needs of our LSPs and the requirements of the transition.

CSD will provide the proposed soft closeout contract language for your review in a future contract amendment. Your feedback and insights will be invaluable in finalizing this transition process. We are dedicated to developing a closeout procedure that supports the continuity of your services and maintains the efficiency of our collaboration.

We recognize the value of your organization's partnership and the critical role you play in delivering services to the community. It is our goal to maintain and enhance this collaboration while adapting to the evolving needs and requirements of our programs.

We will keep you informed and updated as soon as we receive official written confirmation from DOE regarding a possible contract extension. At that time, we will provide more detailed information regarding the specifics of Phase 4, including timelines, procedures, and any necessary adjustments, so that we may receive your invaluable feedback on approach.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,

*Jason Wimbley*

JASON WIMBLEY  
Acting Director

Attachments

## BIL WAP Contract Production Amendment 1 Checklist Effective November 1, 2023

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### **General Comments and Requirements:**

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

### **Contract Packet:**

**The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:**

- Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- Board resolution (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

### **Programmatic Contract Requirements (as applicable):**

- If applicable, CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit to [EARS.Reports@CSD.CA.GOV](mailto:EARS.Reports@CSD.CA.GOV)
- If applicable, submit a Request for Expedite Payments form (CSD 475) and required payment. As a reminder, the State Controller's Office takes three weeks to process contracts. If your agency is interested in having your WCA expedited once the 3-week timeframe has elapsed, please send in the above referenced form.

**Please return both completed contract packets within 30 days (45 days for public agencies) to:**

Procurement Services Unit  
Department of Community Services and Development  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833-4246

# ALLOCATION SPREADSHEET

**FUNDS AUTHORIZED FOR RAMP-UP, PRODUCTION & BUDGETING --- (50% AVAILABLE)**

Agency	Service Area	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Estimated Program*	Estimated H&S**	Total Allocation
1 Spectrum Community Services, Inc.	Alameda	22P-7001	50	54,912	89,484	400,450	94,050	638,896
2 Amador-Tuolumne CAA	Amador, Calaveras, Tuolumne, Alpine, Mono	22P-7002	36	40,326	65,715	288,324	74,821	469,186
3 CAA of Butte County, Inc.	Butte	22P-7003	66	72,826	118,678	528,594	127,232	847,330
4 Glenn County Community Action Department	Colusa, Glenn, Trinity	22P-7004	14	16,015	26,099	112,126	32,097	186,337
5 Contra Costa Employment & Human Services Dept/CSB	Contra Costa	22P-7005	102	112,375	183,126	816,918	195,058	1,307,477
6 Del Norte Senior Center, Inc.	Del Norte	22P-7006	20	22,150	36,096	160,180	39,290	257,716
7 Fresno County Economic Opportunities Commission	Fresno	22P-7007	235	259,274	422,511	1,882,115	452,731	3,016,631
8 Redwood CAA	Humboldt, Modoc	22P-7008	19	21,487	35,015	152,171	41,327	250,000
9 Campesinos Unidos, Inc.	Imperial, San Diego - Area A	22P-7009	152	167,030	272,191	1,217,368	286,793	1,943,382
10 Community Action Partnership of Kern	Kern	22P-7010	118	128,922	210,091	945,062	215,925	1,500,000
11 Kings Community Action Organization, Inc.	Kings	22P-7011	29	32,044	52,219	232,261	56,302	372,826
12 North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma,	22P-7012	51	55,866	91,039	408,459	94,636	650,000
13 Maravilla Foundation	Los Angeles - Area A, Ventura	22P-7013	273	300,818	490,212	2,186,457	522,513	3,500,000
14 Pacific Asian Consortium in Employment	Los Angeles - Area B	22P-7014	270	298,116	485,808	2,162,430	522,201	3,468,555
15 Long Beach Community Action Partnership	Los Angeles - Area C	22P-7015	236	260,083	423,831	1,890,124	452,016	3,026,054
16 Merced County CAA	Merced, Madera, Mariposa	22P-7016	103	113,097	184,302	824,927	193,549	1,315,875
17 Community Action Partnership of Orange County	Orange	22P-7017	157	172,984	281,894	1,257,413	300,367	2,012,658
18 Project GO, Inc.	El Dorado, Nevada, Placer	22P-7018	139	153,590	250,290	1,113,251	269,881	1,787,012
19 Plumas Co. Community Development Commission	Plumas, Sierra, Lassen	22P-7019	0	0	0	0	0	0
20 Community Action Partnership of Riverside County	Riverside	22P-7020	246	271,261	442,046	1,970,214	472,586	3,156,107
21 Community Resource Project, Inc.	Sacramento, San Joaquin, Sutter, Yuba	22P-7021	172	193,383	315,137	1,377,548	363,932	2,250,000
22 Community Action Partnership of San Bernardino County	San Bernardino, Inyo	22P-7022	245	270,262	440,419	1,962,205	471,598	3,144,484
23 Metropolitan Area Advisory Committee	San Diego - Area B	22P-7023	60	66,506	108,378	480,540	118,364	773,788
24 Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo	22P-7024	30	33,745	54,991	240,270	63,617	392,623
25 Community Action Commission of Santa Barbara County	Santa Barbara	22P-7025	7	8,595	14,006	56,063	21,336	100,000
26 Central Coast Energy Services, Inc.	Santa Cruz, Monterey, San Benito, San Mateo, Santa Clara, Marin, and San Francisco	22P-7026	356	392,555	639,707	2,851,204	683,891	4,567,357
27 Self-Help Home Improvement Project, Inc.	Shasta, Tehama	22P-7027	72	79,986	130,345	576,648	143,654	930,633
28 Great Northern Services	Siskiyou	22P-7028	27	30,082	49,021	216,243	54,654	350,000
29 Central Valley Opportunity Center, Incorporated	Stanislaus	22P-7029	98	107,847	175,747	784,882	186,314	1,254,790
30 Community Services & Employment Training, Inc.	Tulare	22P-7030	123	134,596	219,338	985,107	226,979	1,566,020
TBD	TBD		754	828,355	1,349,884	6,038,786	1,420,826	9,637,851
TOTAL			4,260	4,699,088	7,657,620	34,118,340	8,198,540	54,673,588

\*Estimated Program derived by multiplying the Estimated Units by the maximum Average Cost Per Unit (ACPU) of \$8,009.  
 \*\*Estimated H&S is just the remaining balance after subtracting Allowable Admin, Allowable T&TA and Estimated Program.

# ALLOCATION SPREADSHEET

CONTRACT RELEASE --- (100% PLANNED IF PRODUCTION GOALS ARE MET)								
Agency	Service Area	Contract Number	Estimated Units	Allowable Admin	Allowable T&TA	Estimated Program*	Estimated H&S**	Total Allocation
1 Spectrum Community Services, Inc.	Alameda	22P-7001	100	109,824	178,968	800,900	188,100	1,277,792
2 Amador-Tuolumne CAA	Amador, Calaveras, Tuolumne, Alpine, Mono	22P-7002	73	80,651	131,429	584,657	141,635	938,372
3 CAA of Butte County, Inc.	Butte	22P-7003	132	145,653	237,355	1,057,188	254,464	1,694,660
4 Glenn County Community Action Department	Colusa, Glenn, Trinity	22P-7004	29	32,031	52,197	232,261	56,185	372,674
5 Contra Costa Employment & Human Services Dept/CSB	Contra Costa	22P-7005	204	224,750	366,252	1,633,836	390,116	2,614,954
6 Del Norte Senior Center, Inc.	Del Norte	22P-7006	40	44,300	72,192	320,360	78,579	515,431
7 Fresno County Economic Opportunities Commission	Fresno	22P-7007	469	518,547	845,023	3,756,221	913,471	6,033,262
8 Redwood CAA	Humboldt, Modoc	22P-7008	39	42,974	70,030	312,351	74,645	500,000
9 Campesinos Unidos, Inc.	Imperial, San Diego - Area A	22P-7009	303	334,060	544,383	2,426,727	581,595	3,886,765
10 Community Action Partnership of Kern	Kern	22P-7010	235	257,844	420,182	1,882,115	439,859	3,000,000
11 Kings Community Action Organization, Inc.	Kings	22P-7011	58	64,087	104,437	464,522	112,606	745,652
12 North Coast Energy Services, Inc.	Lake, Mendocino, Napa, Solano, Sonoma,	22P-7012	102	111,732	182,079	816,918	189,271	1,300,000
13 Maravilla Foundation	Los Angeles - Area A, Ventura	22P-7013	545	601,636	980,425	4,364,905	1,053,034	7,000,000
14 Pacific Asian Consortium in Employment	Los Angeles - Area B	22P-7014	540	596,231	971,616	4,324,860	1,044,404	6,937,111
15 Long Beach Community Action Partnership	Los Angeles - Area C	22P-7015	471	520,167	847,663	3,772,239	912,040	6,052,109
16 Merced County CAA	Merced, Madera, Mariposa	22P-7016	205	226,194	368,605	1,641,845	395,106	2,631,750
17 Community Action Partnership of Orange County	Orange	22P-7017	314	345,968	563,789	2,514,826	600,733	4,025,316
18 Project GO, Inc.	El Dorado, Nevada, Placer	22P-7018	278	307,180	500,580	2,226,502	539,761	3,574,023
19 Plumas Co. Community Development Commission	Plumas, Sierra, Lassen	22P-7019	0	0	0	0	0	0
20 Community Action Partnership of Riverside County	Riverside	22P-7020	492	542,523	884,093	3,940,428	945,170	6,312,214
21 Community Resource Project, Inc.	Sacramento, San Joaquin, Sutter, Yuba	22P-7021	344	386,766	630,273	2,755,096	727,865	4,500,000
22 Community Action Partnership of San Bernardino County	San Bernardino, Inyo	22P-7022	490	540,525	880,837	3,924,410	943,197	6,288,969
23 Metropolitan Area Advisory Committee	San Diego - Area B	22P-7023	121	133,011	216,755	969,089	228,721	1,547,576
24 Community Action Partnership of San Luis Obispo County, Inc.	San Luis Obispo	22P-7024	61	67,490	109,982	488,549	119,224	785,245
25 Community Action Commission of Santa Barbara County	Santa Barbara	22P-7025	15	17,190	28,012	120,135	34,663	200,000
26 Central Coast Energy Services, Inc.	Santa Cruz, Monterey, San Benito, San Mateo, Santa Clara, Marin, and San Francisco	22P-7026	712	785,111	1,279,414	5,702,408	1,367,781	9,134,714
27 Self-Help Home Improvement Project, Inc.	Shasta, Tehama	22P-7027	145	159,972	260,690	1,161,305	279,298	1,861,265
28 Great Northern Services	Siskiyou	22P-7028	55	60,164	98,042	440,495	101,299	700,000
29 Central Valley Opportunity Center, Incorporated	Stanislaus	22P-7029	195	215,694	351,493	1,561,755	380,638	2,509,580
30 Community Services & Employment Training, Inc.	Tulare	22P-7030	245	269,193	438,676	1,962,205	461,965	3,132,039
TBD	TBD		1,507	1,656,709	2,699,768	12,069,563	2,849,663	19,275,703
TOTAL			8,519	9,398,177	15,315,240	68,228,671	16,405,088	109,347,176

\*Estimated Program derived by multiplying the Estimated Units by the maximum Average Cost Per Unit (ACPU) of \$8,009.  
 \*\*Estimated H&S is just the remaining balance after subtracting Allowable Admin, Allowable T&TA and Estimated Program.

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**PREAMBLE**

This subvention contract, for the implementation of the U.S. Department of Energy (DOE) Bipartisan Infrastructure Law (BIL) Weatherization Assistance Program (WAP) for program years 2023 to 2027 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD” or “Department”) and the contractor named on Form STD. 213, the face sheet of this document (“Contractor”) (collectively, the “Parties”), and shall be enforceable on the date last signed.

**RECITALS**

**WHEREAS:**

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (Public Law (Pub. L.) 117-58), also referred to as the Bipartisan Infrastructure Law (BIL). Among other provisions, the BIL increases DOE funding for local weatherization efforts.

Title V, the BIL, Funding for Energy Efficiency and Building Infrastructure, provides \$3.5 billion in supplemental funding for WAP, an existing federal program.

Title IV, the Energy Conservation and Production Act, as amended, authorizes the DOE to administer WAP (42 USC § 6861 et seq.).

The BIL amends the current DOE WAP statute for the supplemental grant program (BIL WAP) by applying wage requirements of section 41101 to work performed on multifamily buildings with 5 or more units. The BIL also contains “flow-down requirements” which apply to BIL WAP, including the Davis-Bacon prevailing wage, Build America, Buy America (BABA), and National Historic Preservation Act, and National Environmental Policy Act (NEPA) requirements; and

Based on the urgency of the economic conditions, and grant expenditure timeframes, the DOE expects CSD to develop and implement a production plan over the first 18 months to prepare for meeting BIL WAP goals and expectations. Considering this urgency, some of the requirements and elements of the subject program have not been fully elaborated by the Federal Government and, consequently, the needed enabling measures and actions by the State of California are in preliminary form.

Now, therefore, in consideration of the facts stated above, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California, the Parties agree as follows:

- A. That the Parties shall be guided by and subject to the provisions of BIL, BIL-related legislation, and all Federal and State laws, regulations, directives, guidance, and circulars

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issued for the purpose of implementing the BIL DOE WAP (hereinafter “BIL WAP”), including but not limited to forthcoming DOE Weatherization Program Notices (WPNs) and Memoranda.

- B. Because some requirements of the BIL WAP lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like, CSD shall provide Contractor with specific BIL WAP requirements as they are issued or are otherwise made available to CSD by the Federal Government, which requirements shall be binding on the Contractor as a condition of the Contractor’s participation in, and receipt of funds under the BIL WAP, PROVIDED:
1. That such additional requirements shall be issued by CSD in writing in the form of BIL WAP program guidance, bulletins and/or directives.
  2. That such additional requirements shall be issued by CSD in most timely and expeditious manner practicable.
  3. That such additional requirements shall be reasonably necessary for the Parties’ administration of BIL WAP and to realize the purposes of the BIL.
  4. That major and material changes in the BIL WAP and/or BIL WAP requirements which substantially affect the Contractor’s and/or CSD’s ability to fulfill their contractual obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement.
  5. That the Parties’ failure to execute a mutually acceptable amendment, as contemplated in subparagraph B., 4) above, within a reasonable period, given the exigencies of the BIL WAP, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
  6. That upon CSD’s good faith determination, delivered to the Contractor by written notice, that agreement between the Parties to any necessary amendment as contemplated in subparagraph B., 4) above, cannot be achieved, then this Agreement shall be “closed out” and the funds disposed in accordance with established CSD procedure and policy and as required under Federal and State law.
- C. That the Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to the Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of BIL WAP and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above, to include, but not be limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with the BIL WAP. Should the Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to CSD as soon as practicable.

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**ARTICLE 1 - SCOPE OF WORK**

**1.1. General**

- 1.1.1. The Department of Energy (DOE) Weatherization Assistance Program (WAP) has received an additional allocation under the provisions of the Infrastructure Investment and Jobs Act, referred to as the Bipartisan Infrastructure Law (“BIL”), and is subject to the guidance, directives and applicable laws and regulations of the Federal Government and the State of California. Contractor agrees to provide weatherization assistance services pursuant to the BIL WAP to eligible participants residing in the service area described in Section 1.2, in accordance with all applicable federal and state statutes and regulations.
- 1.1.2. The BIL WAP Catalog of Federal Domestic Assistance number is 81.042. The award is fully funded through the United States Department of Energy.
- 1.1.3. Title IV, Energy Conservation and Production Act (ECPA), as amended, authorizes the DOE to administer the WAP (42 USC § 6861 et seq.). All awards made under this Program shall comply with applicable laws and regulations including, but not limited to, the Code of Federal Regulations (CFR) at 10 CFR Part 440, DOE Financial Assistance Rules at 2 CFR Part 200, and the BIL.

**1.2. Service Area**

- 1.2.1. Contractor shall perform services in the Service Territory as listed on CSD’s Local Agencies Portal (LAP) at the following:  
<https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.
- 1.2.2. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes Listing on the LAP to determine the zip codes for their respective service area.
- 1.2.3. Service Delivery Outside Traditional DOE WAP Service Area.

Contractor, through an agreement or understanding with another LIHEAP or DOE WAP service provider, may opt to provide BIL WAP services on behalf of the other service provider to one or more counties outside of Contractor’s assigned Service Territory (referred to as “agreed-upon service area”). BIL WAP activities performed by the Contractor in the agreed-upon service area(s) are subject to the performance, expenditure, and administrative requirements as specified in this agreement. Contractor’s Production Plan must accurately describe the estimated

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number of units Contractor intends to serve, by county, including the estimated number of units in each agreed-upon service area, by county, if any.

**1.3. Term and Amount**

1.3.1. Term. The term shall be as specified on the face sheet (Form STD 213) of this Agreement and is divided into two periods:

1.3.1.1. **Ramp-Up Period.** During the Ramp-Up Period from June 1, 2023 – October 31, 2023, Contractor shall conduct activities consistent with its approved Ramp-Up Plan, as specified in Section 1.3.1.1.1 of this Agreement, to prepare for the provision of weatherization services during the Production Period. Contractor is eligible to receive up to 15% of its total allocation during the Ramp-Up Period.

1.3.1.1.1. As further described in Section 5, Article 4, the scope of work for the Ramp-Up Period includes Client Education/Counseling Services, Training and Technical Assistance, and procurement of vehicles, field equipment and subcontractor services, consistent with Contractor’s approved Ramp-Up Plan. **Intake and Direct Program Activities (e.g., weatherization services) are not allowed and shall not be reimbursed under during the Ramp-Up Period.**

1.3.1.1.2. Upon CSD’s determination that Contractor met the minimum requirements set forth in its Ramp-Up Plan, Contractor will be eligible to proceed to the Production Period – Phase 1. Ramp-Up Plan activities may continue after October 31, 2023, based on operational need, and as determined by CSD and Contractor.

1.3.1.2. **Production Period.** Contractor may begin providing weatherization activities during the Production Period. Allowable activities include Administrative, Training and Technical Assistance, and Program Operations as referenced in Article 5. During the Production Period, Contractor may begin intake and direct program activities for single family and multifamily buildings of 4 units or fewer.

1.3.1.2.1. CSD will amend this Agreement to establish the requirements for the Production Period to allow for intake and direct program activities for multifamily buildings with five or more units, consistent with DOE guidance once received. **Contractor may not begin, and will not be reimbursed for, any services or activities for multifamily**

## 2022 BIL WAP Amendment 1 – Production Period

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issuance of a CPN or execution of a contract amendment.**

- 1.3.1.2.2. Contractor will be eligible to receive additional allocation shares of BIL WAP grant funds during certain Phases of the Production Period once CSD determines Contractor has met the minimum requirements/benchmarks corresponding to that Period and Phase, and upon CSD receipt of DOE funding corresponding with that Phase, as described below.
  - 1.3.1.2.3. Phase 1 Benchmarks (November 1, 2023 – April 30, 2025): Contractor is eligible to receive up to 35% of its allocation (in addition to the 15% during the Ramp-Up Period, for a total of 50% of its allocation). The issuance of this allocation shares of BIL WAP grant funds is conditioned on the Contractor's completion and CSD's approval of its BIL WAP Production Plan. Contractor must complete 30% of its total estimated units and expend at least 30% of its total allocation by the end of Phase 1.
  - 1.3.1.2.4. Phase 2 Benchmarks (May 1, 2025 – January 31, 2026): Contractor must complete 40% of its total estimated units and expend at least 40% of its total allocation. The issuance of the remaining allocation shares of BIL WAP grant funds to the Contractor is conditioned on the achievement of Phase 2 benchmarks and receipt of grant funds from DOE. With the issuance of the remaining allocation share of BIL WAP grant funds, the Contractor may enter Production Period - Phase 3.
  - 1.3.1.2.5. Phase 3 Benchmarks (February 1, 2026 – June 30, 2027): Contractor shall complete 70% of its total estimated units and expend 70% of its total allocation by the conclusion of the Production Period - Phase 3.
- 1.3.2 Agreement Amount. The maximum amount Contractor is eligible to receive is represented on Form STD 213. The maximum amount will be disbursed in three separate allocations during the Ramp-Up Period, Production Period – Phase 1, and Production Period – Phase 3.
- 1.3.2.1. Eligibility to Receive Subsequent Allocations. CSD will determine Contractor's eligibility to receive subsequent allocations based upon compliance with the approved Ramp-Up Plan, Production Plan, Contractor meeting minimum benchmarks, and BIL WAP Performance requirements.

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- 1.3.2.2. Failure to complete required activities, comply with findings and directives issued by CSD and/or DOE, may result in CSD issuing findings and directives, delay of Contractor's subsequent allocation, contract suspension or termination, and a demand for repayment. CSD reserves the right to amend contracts and adjust allocations for nonperforming contractors.
- 1.3.2.3. The Ramp-Up allocation allows contractors to prepare for the provision of services during the Production Period. If the Agreement is terminated prior to the initiation of Production Period – Phase 1 or if Contractor fails to complete any units during Production Period – Phase 1, Contractor may be required to reimburse CSD for up to the full amount received under this Agreement, including reimbursement for incurred administrative and program costs paid to the Contractor from the Ramp-Up and/or Production Period – Phase 1 allocation.

**1.4. Program Authorities: Requirements, Standards, and Guidance**

1.4.1. Contractor shall comply with applicable federal, state, and local laws and regulations, as those laws and regulations may be amended from time to time, including but not limited to the Bipartisan Infrastructure Law (Pub. L. 117-58), the Energy Conservation and Production Act (42 USC § 6861 et seq.); 10 CFR Part 440; the Energy Policy Act of 2005; the Energy Independence and Security Act of 2007, and other procedures applicable as DOE may, from time-to-time, prescribe for the administration of financial assistance. Contractor shall comply with additional guidance issued by the DOE and U.S. Department of Labor (DOL) applicable to WAP and BIL WAP.

1.4.2. Conflicts of Laws.

Contractor shall comply with all applicable requirements, standards, and guidelines as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Agreement directly conflict with any State law or regulation, or any provision of this Agreement, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to grants allows for the application of state law.

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- 1.4.3. Contractor shall comply with CSD-issued program guidance as a condition of participation and receipt of funds under BIL WAP, provided:
  - 1.4.3.1. The federal and state laws, regulations, and other authorities referenced in this section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at the CSD LAP.
  - 1.4.3.2. That such guidance shall be issued by CSD in writing in the form of “CSD Program Notice (CPN) No. XX-XX” posted at the CSD LAP.
  - 1.4.3.3. That such guidance shall be issued by CSD in writing in the form of “CSD Program Advisory (CPA) No. XX-XX” posted at the CSD LAP.
  - 1.4.3.4. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable.
  - 1.4.3.5. That such guidance shall be reasonably necessary to realize the purposes of BIL WAP.
  - 1.4.3.6. That major and material changes in the program and requirements which substantially affect the Contractor’s and CSD’s ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement.
  - 1.4.3.7. Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance.
  - 1.4.3.8. That the Parties’ failure to execute a mutually acceptable amendment or CPN, as contemplated in subparagraph 1.4.3.6, in a reasonable period, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
  - 1.4.3.9. That upon CSD’s good faith determination, delivered to the Contractor by written notice that an agreement between the parties to any necessary amendment or CPN or CPA as contemplated in subparagraph 1.4.3.2 and 1.4.3.3 cannot be achieved, then this Agreement shall be “closed-out”, and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.
- 1.4.4. DOE guidance relevant to the BIL WAP are hereby incorporated by reference into this Agreement. A listing of such guidance may be accessed at the CSD LAP.

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1.4.5. Contractor shall use a Unique Entity Identifier (UEI) obtained from SAM.gov.

**1.5. Special Contract Contingency – Quality Control Inspector Certification**

- 1.5.1 The Contractor must provide CSD with documentation deemed acceptable to CSD to confirm that Contractor has employed or contracted with a Certified QCI that satisfies the certification requirements of Section 9.3.
- 1.5.2 If at any time during the term of this Agreement, Contractor is unable to meet the requirements of Section 5.5.4.1.1. because Contractor loses access to a Certified QCI, Contractor shall immediately notify CSD of the loss and suspend all weatherization service delivery activities until such time as Contractor has employed or contracted with another Certified QCI who satisfies the certification requirements of Section 9.3.
- 1.5.3 If CSD determines that Contractor is unable to fully expend Contractor's allocation and provide services as required herein due to lack of access to a Certified QCI, CSD may, at its sole option, suspend or terminate this Agreement, after giving Contractor written notice.

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**ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE**

**2.3. State Contracting Requirements – “General Terms and Conditions (GTC 04/2017)”**

In accordance with State law and contracting requirements, specified contracting terms and conditions are made a part of this Agreement. The provisions are available in Article 12 of this Agreement and are fully binding on the parties.

**2.2. Contractor’s Option of Termination**

2.2.1. Notwithstanding other provisions in the Agreement, Contractor may, at Contractor’s sole option, elect to terminate this Agreement during any Production Period Phase rather than adhere to the procedures set out in Article 1.4.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Agreement is unjustifiably onerous or otherwise counter to Contractor’s legitimate business interests and ability to implement the Agreement in an effective and reasonable manner, provided:

2.2.1.1. The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested.

2.2.1.2. The notice of termination shall be effective 30 calendar days after receipt by CSD.

2.2.1.3. The notice of termination contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question; and

2.2.1.4. If Contractor purchased major vehicles or field equipment with its Ramp-Up allocation and intends to terminate the Agreement prior to completing any units and/or maintains a ACPU in excess of the \$8,009 Contractor ACPU limit, the Contractor must notify CSD in writing of its disposition plans for acquired vehicles and field equipment prior to or contemporaneous with its notice of termination. Contractor agrees to adhere to any CSD-issued CPNs or CPAs establishing an internal disposition policy for BIL WAP major vehicle and equipment purchases. Contractor is informed that DOE may require reimbursement of the full cost of the vehicle, even if Contractor suffered a loss in the disposition (e.g., due to depreciation), or reimbursement with the full sale price if Contractor earned a profit off the sale.

2.2.2. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the Agreement, with exception to Article 1.3.2.3 for termination during the Production Period. Such reimbursement shall be in accordance with the

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program guidance and Agreement provisions in effect at the time the cost was incurred. Contractor is responsible for adhering to the Contractor Average Cost Per Unit (Contractor ACPU) and related provisions. If Contractor exercises its Option of Termination, Contractor is responsible for disposing or transferring equipment and other capital expenditures to a qualifying program pursuant to federal regulations, including 2 CFR § 200.313 and § 200.439, and any applicable CSD-issued disposition policies.

- 2.2.3. Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.
- 2.2.4. CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

**2.3. Budget Contingencies**

2.3.1. Federal Budget Contingency

- 2.3.1.1. Because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the State by the United States Government.
- 2.3.1.2. If federal funding for the BIL WAP is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may, at its option, give written notice of termination without further obligation by either party except for contract close-out obligations or final settlement.
- 2.3.1.3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations, or conditions. Failure of the parties to reach an agreement on such amendment shall render this Agreement without force and effect.
- 2.3.1.4. Subject to the provisions of subparagraph 2.3.2.2, CSD shall authorize expenditures of funds under this Agreement based on any Continuing

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Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

**2.3.2. State Budget Contingency**

2.3.2.1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2.3.2.2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

**2.4. Miscellaneous Provisions**

2.4.1. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.

2.4.2. Merger/Entire Contract. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire contract and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3. Severability. If any provision of this Agreement is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

2.4.4. Notices. Unless otherwise provided herein, notice given by the Parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

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- 2.4.4.1. To Contractor’s address of record; and
- 2.4.4.2. To CSD at:  
Department of Community Services and Development  
Energy Field Operations  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

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**ARTICLE 3 – CONTRACT CHANGES**

**3.1. Amendment**

- 3.1.1. Changes to this Agreement shall be made by formal amendment with exceptions specified for minor modifications.
- 3.1.2. For this BIL WAP Agreement CSD anticipates amending to add additional DOE guidance, including but not limited to specific requirements for the Production Period, Davis-Bacon wage rate and other flow-down requirements.
- 3.1.3. Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

**3.2. Minor Modification**

- 3.2.1. Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
- 3.2.2. Minor Modifications shall not affect the maximum limits set for specific line items under this Agreement, e.g., administrative costs, health and safety.
- 3.2.3. Modification Request: Funds and Budget. To request a minor modification to this Agreement, Contractor shall submit a Request for Amendment/Modification Energy, Form CSD 509, an updated budget if applicable, and a justification supporting the funds transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

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**ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES**

**4.1. Board Roster, Bylaws, Resolution, and Minutes**

- 4.1.1. Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of its governing board members, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor shall notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer, and board roster within 30 calendar days of such occurrence.
- 4.1.2. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Agreement, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
- 4.1.3. Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that applies to any contract entered by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Contractor shall provide either a specific or current general resolution to CSD as a condition of contract execution by CSD.
- 4.1.4. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the WAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

**4.2. Internal Controls**

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Agreement and shall include:

- 4.2.1. Segregation of duties appropriate to safeguard state assets.

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- 4.2.2. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties.
- 4.2.3. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures.
- 4.2.4. Established practices to be followed in the performance of duties and functions.
- 4.2.5. Personnel of a quality commensurate with their responsibilities; and
- 4.2.6. Effective internal reviews.

**4.3. Record Retention**

- 4.3.1. All records maintained by Contractor shall meet the Record Retention and Access requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) (2 CFR §§ 200.334-200.338).
- 4.3.2. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings, or other pending matters, whichever is later. Should the federal government establish additional regulations applicable to the retention of documents associated with BIL WAP, during the contract term which are more restrictive or strict than required under this contract, Contractor shall adhere to the additional requirements.
- 4.3.3. Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974 (5 USC § 552a), as amended, and Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), as amended.
- 4.3.4. To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are “backed-up” or copied, utilizing appropriate, secure technology and operational procedures to avoid unauthorized access, permanent loss, or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

**4.4. Insurance and Fidelity Bond**

- 4.4.1. General Requirements

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- 4.4.1.1. Contractor shall maintain the effective insurance policies and bonds, specified below, always during the term of this Agreement.
- 4.4.1.2. Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subparagraph 4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Agreement.
- 4.4.1.3. In the event insurance coverage expires during the term of this Agreement, Contractor shall provide, within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Agreement. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
- 4.4.1.4. New Certificates of Insurance are subject to review for content and form by CSD. Certificates of Insurance must be submitted electronically via email to: [BNCS@csd.ca.gov](mailto:BNCS@csd.ca.gov).
- 4.4.1.5. In the event Contractor fails to always keep in effect the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Agreement.
- 4.4.1.6. Except for workers' compensation and fidelity bond, Contractor shall ensure the State is named as additional insured on all certificates of insurance required under this Agreement.
- 4.4.1.7. CSD may suspend the issuance of other CSD contracts, as well as reimbursement payments, until Contractor provides evidence of the required current insurance coverage to CSD.
- 4.4.1.8. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).
- 4.4.2. Self-Insurance
  - 4.4.2.1. When Contractor is a self-insured governmental entity, the State, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk

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manager shall provide signed certification of the governmental entity’s ability to cover any potential losses under this Agreement.

4.4.2.2. Governmental entities shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3. If a governmental entity’s self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. Contractor shall submit this letter at the time of contract execution or within 30 calendar days thereafter.

4.4.3. Workers’ Compensation Insurance

4.4.3.1. During the term of this Agreement, Contractor shall maintain legally sufficient workers’ compensation insurance issued by an insurance carrier licensed to underwrite workers’ compensation insurance in the State of California.

4.4.3.2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers’ compensation insurance requirement.

4.4.4. Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1. Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter “fidelity bond”) shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2. Contractor’s fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount set forth under this Agreement.

4.4.4.3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of

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Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

**4.4.5. General Liability Insurance**

- 4.4.5.1. Contractor shall maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
- 4.4.5.2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of compliance with general liability insurance requirements.

**4.4.6. Vehicle Insurance**

- 4.4.6.1. Contractor shall maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
- 4.4.6.2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work shall not be within the scope of employment.)
- 4.4.6.3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

**4.5. System Security Requirements**

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Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The Parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1. Data Protection

- 4.5.1.1. Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
- 4.5.1.2. Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.
- 4.5.1.3. To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer and retention requirements.
- 4.5.1.4. Data exchanged between CSD and Contractor via email communication must have all personal identifiable information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2. Contractor Systems Security

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- 4.5.2.1. The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.
- 4.5.2.2. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.
- 4.5.2.3. Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.
- 4.5.2.4. Contractor shall securely destruct data by sanitizing media prior to disposal.
- 4.5.3. **Trusted Behavior Expectations.** CSD’s application system and users shall protect Contractor’s application system/data, and the Contractor’s application system and users shall protect CSD’s application system/data, in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the consent of the owner.
  - 4.5.3.1. **Incident Reporting.** Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD’s Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD’s data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.
  - 4.5.3.2. **Audit Trail Responsibilities.** Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.
- 4.5.4. **Data Sharing Responsibilities.** Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by

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Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Agreement. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

**4.6. Travel and Per Diem**

- 4.6.1. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the Uniform Guidance (2 CFR § 200.475), or any amendments thereto, as applicable.
- 4.6.2. Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per agency per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536 and approved by CSD. Contractor must seek preapproval, prior to travel, for non-preapproved conferences, or when more than two staff are attending an event (including pre-approved conferences). For BIL WAP the following conference are pre-approved: NEAUC, Energy OutWest, NCAP, and NASCSP. Contractor may charge BIL WAP Training and Technical Assistance Costs to Out-of-State travel.
- 4.6.3. In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement not to exceed federal per diem limits.

**4.7. Conflict of Interest**

- 4.7.1. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
- 4.7.2. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agents, any member of his or her

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immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 2 CFR § 200.318.

- 4.7.3. Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to BIL WAP and the implementation of this Agreement shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.
- 4.7.4. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 4.7.5. Contractor shall not provide BIL WAP services or benefits in situations where an actual or perceived conflict of interest exists unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization services. Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.
- 4.7.6. Contractor must demonstrate that it will:
  - 4.7.6.1. Follow all federal and state client eligibility and prioritization requirements, as applicable to each service or activity under BIL WAP.
  - 4.7.6.2. Comply with all dwelling eligibility requirements of this Agreement, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions.
  - 4.7.6.3. Substantiate the need for weatherization services by completing a dwelling assessment for each individual dwelling unit served; and

#### **4.8. Procurement Standards**

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- 4.8.1. Maintenance of written procurement procedures. Contractor shall comply with all federal and state rules and regulations governing Annual DOE WAP grants pertaining to procurement, including the Uniform Guidance and amendments thereto, and pursuant to [CPA-A-12-01](#). Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in 2 CFR § 200.317 through § 200.327 or any subsequent amendments to these standards, and the applicable provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open, and free competition.
- 4.8.2. Eligible Bidders. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. To ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor’s solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be adequately and fairly evaluated by the recipient.
- 4.8.3. All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Agreement shall be used solely for the activities allowed under this Agreement, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Agreement.
- 4.8.4. Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.
- 4.8.5. Non-competitive bid justification. If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. “Adequate justification” must include but is not limited to:
- 4.8.5.1. Explanation of why the acquisition of goods or services is limited to one vendor or supplier.
- 4.8.5.2. Description of sole vendor/supplier’s unique qualifications to provide the goods or services in question; and

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- 4.8.5.3. Analysis of cost(s) to demonstrate reasonability.
- 4.8.6. CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing the subcontract for each of the following procurement transactions:
- 4.8.6.1. Any articles, supplies, equipment, or services having a per-unit cost of \$5,000 or more; or
- 4.8.6.2. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 4.8.7. Disposition of a Leased Vehicle. If Contractor utilizes leased vehicles, then any disposition fees are the full responsibility of the Contractor. A disposition fee, or a turn-in fee, is a charge to return a leased vehicle to cover the cost of cleaning up and repurposing your old car for resale. Disposition fees are not reimbursable.
- 4.8.8. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.
- 4.8.9. Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

**4.9. Use of Disposition of Vehicles and Equipment**

- 4.9.1. To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Guidance governing the acquisition of equipment with federal funds set forth in 2 CFR § 200.313.
- 4.9.2. To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to [CPN-A-17-01](#) or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records. Pursuant to DOE Guidance (including WPN 22-1, BIL WPN 22-1, and WPN 17-6), vehicle and equipment purchases must be charged to Program Operations, and the purchase prices are included in the Contractor Average Cost Per Unit (Contractor ACPU).

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- 4.9.3. Contractor shall provide the information specified in [CPN-A-17-01](#), including any supporting documents, to CSD upon request.
- 4.9.4. Limitation on Use of Funds. Contractor shall assure that funds received under this Agreement shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.
- 4.9.5. Contractor shall repay the entire allocation used to purchase vehicles and equipment if Contractor terminates participation in BIL WAP during the Ramp-Up Period or enters the Production Period but fails to provide direct services to any qualifying clients. Contractor will not be entitled to reimbursement for depreciation or the difference if the vehicle or equipment is sold for less than the purchase price. Contractor shall comply with CSD disposition policies and procedures, and any applicable DOE guidance.

**4.10. Subcontracts**

- 4.10.1 Contractor may enter subcontract(s) to provide services pursuant to this Agreement in the Service Areas specified herein. Contractor's subcontracts must require that parties comply with all applicable provisions of this Agreement. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.
- 4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.
- 4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, contract term, and program description of each subcontractor activity to be performed by the subcontractor.
- 4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of

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this certification of subcontractor eligibility, Contractor may rely on information available at <https://www.sam.gov/>.

- 4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- 4.10.6 Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Guidance (2 CFR § 200, Subpart E – Cost Principles).
- 4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event the State suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Agreement.
- 4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse against the State over matters involving subcontracts entered into for the implementation of this Agreement, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts or criminal acts and other misconduct.
- 4.10.9 Nothing in this Agreement creates or implies a contractual relationship between the State and any subcontractor or creates any obligation by the State to any subcontractor. Contractor is liable to the State for damages to the State for the acts and omissions of its subcontractors that occur in connection with the implementation of this Agreement. Contractor's obligation to pay its subcontractors is independent of any obligation of the State to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of the State to pay or ensure payments to subcontractors.
- 4.10.10 Contractor's failure to obtain necessary or sufficient subcontractors may reflect an inability to comply with its approved BIL WAP Ramp-Up Plan, Production Plan, the requirements of the BIL WAP Agreement, and constitute

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nonperformance. CSD may issue a finding and directive, and Contractor’s failure to comply may result in the delay or denial of additional allocations for the Production Period.

- 4.10.11 Contractor shall ensure that subcontractors providing labor or mechanic services employed in the performance of construction, alteration, or repair work on any projects assisted in whole or in part by Federal Government pursuant to the BIL for multi-family buildings with five or more units shall be paid wages at rates not less than those prevailing on similar projects in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- 4.10.12 Contractor shall ensure that for grants, cooperative agreements, and loans under the BIL, the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts more than \$2,000 for construction, alteration or repair (including painting and decorating).

**4.11 Complaint Management Policies and Procedures**

- 4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under BIL WAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
- 4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, “formal complaint” means a written complaint filed with the Contractor by the complainant.
- 4.11.3 If the Contractor’s efforts did not result in a resolution, the Contractor may refer the complainant to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor’s effort to resolve the issue.
- 4.11.4 The CSD Field Representative shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency or the Governor’s Office regarding the complaint.

**4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor**

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- 4.12.1 Contractor shall establish a written appeal process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor’s process shall include, at a minimum, all the requirements of 22 CCR § 100805(b), plus:
- 4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD.
  - 4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
  - 4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor’s final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD’s Energy Services Division.
  - 4.12.1.4 Provisions to track information on denials and appeals.
- 4.12.2 Upon receipt of an applicant’s appeal of a Contractor’s denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD’s decision following the appeal and hearing shall be final.

**4.13 Fraud, Waste, and Abuse**

- 4.13.1 Contractor shall submit written reports to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of BIL WAP funds by Contractor’s employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor’s employees, subcontractors, clients, or other affiliated parties, concerning the misuse of BIL WAP funds.

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- 4.13.2 Contractor shall provide employees, subcontractors, clients, and other affiliated parties the information necessary to report fraud, waste, and abuse to the Department of Energy’s Office of Inspector General fraud hotline.

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**ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES**

**5.1 Budget Guidelines**

5.1.1 Budget and Allocation Forms

- 5.1.1.1 Upon execution of this Agreement, Contractor shall submit all budget and allocation forms, including the 2022 BIL WAP Weatherization Budget (CSD 570b) based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement.
- 5.1.1.2 Contractor shall complete the budget and allocation forms using the Budget Allocation amount as indicated on BIL WAP Allocation Spreadsheet.
- 5.1.1.3 For purposes of allocating indirect costs, contractors may use current negotiated indirect cost rates that have been approved by a cognizant federal agency. Contractor shall submit a copy of the letter of approval from the cognizant agency which includes date of approval and amount of rate. In the absence of a negotiated indirect cost rate, Contractor may elect to use a 10 percent de minimis indirect cost rate as permitted under 2 CFR § 200.414(f).
- 5.1.1.4 Contractor shall submit the BIL WAP Production Plan based on an assessment of current operational capacity, estimated units that Contractor is expected to weatherize, and needs for expansion to ensure compliance with the BIL, and in accordance with the accompanying instructions and other applicable provisions of this Agreement.

**5.2 Working Capital Advance and Major Purchase Advances**

5.2.1 Working Capital Advances

- 5.2.1.1 Contractor may receive an advance of up to 25% of its Ramp-Up Period allocation for approved activities during the Ramp-Up Period in lieu of the standard WCA for BIL WAP administration.
- 5.2.1.2 Contractor may receive an advance of up to 25% of its Production Period Phase 1 and 2 allocations for approved activities during the Production Period in lieu of the standard WCA for BIL WAP administration.

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- 5.2.2 Contractor shall deposit all advances in an interest-bearing account. Interest earned amounts up to \$500 per year may be retained by Contractor for administrative expense. The account shall be sufficiently segregated to enable the tracking and accounting of advanced funds by CSD. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the federal government pursuant to 2 CFR § 200.305(b)(9); and
- 5.2.3 Non-advance Payments and Offsets. If Contractor elects not to receive an advance for Ramp-Up or Production Phase Activities, payment for allowable expenses under this Agreement shall be made upon approval by CSD of Contractor’s monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

**5.3 Program Income**

- 5.3.1 Contractor shall maintain records of the receipt and disposition of all “program income” defined in 2 CFR § 200.1 and pursuant to [CPN-A-18-01](#), as income that is generated or earned as a result of BIL WAP activities.
- 5.3.2 Determining Net Program Income
- 5.3.2.1 Except as provided below in paragraph 5.3.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.
- 5.3.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the BIL WAP grant award.
- 5.3.3 Expenditure and Reporting of Program Income
- 5.3.3.1 Program income must be expended in accordance with the requirements for expenditure of BIL WAP funds, for allowable program purposes.
- 5.3.3.2 Contractor shall expend program income during the term of this Agreement. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Agreement or at such other time(s) as CSD reasonably requires.

**5.4 Allowable Costs**

- 5.4.1 Cost Reporting

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- 5.4.1.1 All costs shall be reported using a “modified accrual” or “accrual” method of accounting.
- 5.4.1.2 Pursuant to the federal grant terms and conditions, applicable regulations, and Agreement provisions, Contractor may only claim reimbursement for actual, allowable, and allocable direct and indirect costs.
- 5.4.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.
- 5.4.2 Administrative
  - 5.4.2.1 General
    - 5.4.2.1.1 Contractor shall use 2 CFR Part 200 Subpart E – Cost Principles as a guide for determining administrative costs. Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred under another contract.
    - 5.4.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers’ compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program.
    - 5.4.2.1.3 If requested in the Ramp-Up Plan, contractors funded at less than \$350,000 in total allocation may request an additional five percent (5%) by submitting the DOE Application for Additional Administrative Funds (CSD 574). CSD approval is contingent upon the availability of funds and CSD’s determination that the additional amount is needed to effectively implement the administrative requirements of the program.
  - 5.4.2.2 Administrative Equipment More Than \$5,000—Acquisition Costs

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5.4.2.2.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment \$5,000 or more per unit used for administrative purposes.

5.4.2.2.2 Contractor shall obtain CSD pre-approval for the purchases or lease-purchase option of equipment with a total value of \$5,000 or more utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.4.2.3 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining BIL WAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor for BIL WAP purposes.

5.4.3 Program Costs

5.4.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of administering the program. Allowable costs shall be as set forth in the Uniform Guidance (10 CFR § 440.18(d); 2 CFR Part 200, Subpart E – Cost Principles).

5.4.3.2 Intake

Intake costs shall include, but are not limited to, the activities and processes with aiding an applicant’s program enrollment, including translation of forms by a certified translator for individuals with limited English proficiency, and verifying an applicant’s eligibility for services funded by this Agreement.

5.4.3.3 Outreach

Outreach is limited to those costs associated with the development of outreach materials and strategies to promote awareness to the availability of services funded by this Agreement.

5.4.3.4 Direct Program Activities

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Direct Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, California Home Energy Rating System (HERS Raters), and lead-safe weatherization materials.

5.4.3.5 Liability Insurance

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

5.4.3.6 Training and Technical Assistance

5.4.3.6.1 Training and technical assistance (T&TA) during the Ramp-Up and Production Phases shall be reimbursed at actual cost not to exceed the T&TA budget as set forth in the BIL WAP Allocation Spreadsheet.

5.4.3.6.2 Associated T&TA costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, client education, admission, and materials.

5.4.3.6.3 T&TA shall include costs associated with training staff and/or subcontractors in outreach, intake, and weatherization training as specified in the Training Requirements of Article 9.1 of this Agreement **but excludes direct services**. Training may also include internal Contractor training, safety training, attendance of weatherization-related training and other forms of training to aid the development and skill of staff in utilizing and supporting internal program automation systems, and/or workshops sponsored by DOE, CSD, and/or other organizations offering a component of weatherization training.

5.4.3.6.4 T&TA funds may also be used to train Contractor's subcontractors participating in the program. Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

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5.4.3.6.5 Out-of-State Travel. Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meetings, conferences or trainings that are critical to carrying out BIL WAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor for BIL WAP.

5.4.3.7 Acquisition Costs

5.4.3.7.1 Minor Vehicle and Field Equipment Costs Less Than \$5,000 – Acquisition Costs

For Minor Vehicle and Field Equipment costs under \$5,000 per unit, Contractor must follow all federal and state rules and regulations governing Annual DOE WAP and BIL WAP pertaining to procurement standards.

5.4.3.7.2 Major Vehicle and Field Equipment Costs \$5,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD and DOE pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of \$5,000 or greater. Contractor shall utilize the Request for Pre-Approval of Purchase/Lease (CSD 558).

5.4.3.7.3 Contractor shall adhere to CSD-issued procedures for disposition, including notification prior to disposition. Contractor shall be held responsible for all vehicle and field equipment purchased or leased under the program included that which is used by Contractor's subcontractors. Contractor shall comply with any DOE-issued guidance regarding disposition.

5.4.3.8 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone, and travel and materials. Activities to prevent exposure related to COVID-19 are also allowable General Operating costs.

5.4.3.9 Other Program Costs

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Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, NEPA and Historic Preservation review costs, lodging and per diem, automation costs, vehicle and equipment repair, maintenance, and fuel, and waste breakage.

5.4.3.9.1 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.4.3.10 Client Education/Counseling Services

Contractor shall include those actual costs associated with providing group client education, energy conservation information, resource and referral, budget counseling, mold education, and lead safe education.

5.4.3.11 Automation Costs

5.4.3.11.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed \$50,000, to be used to meet the contract program startup requirements such as the Contractor's IT automation needs to comply with updated or new Expenditure Activity Reporting System and the Weatherization Database ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures, but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.4.3.11.2 If Contractor's cost requires an increase to the AC budgeted amount Contractor may request written approval from CSD to exceed the fifty thousand (\$50,000) dollar maximum.

5.4.3.11.3 Contractor shall report all AC and IT expenditures related to compliance with the reporting requirements under this Agreement in the Automation Costs line item. Such expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item

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must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Guidance.

5.4.3.11.4 Contractors with multiple DOE contracts for the same program year are limited to reimbursement up to \$50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.4.3.11.5 CSD System related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.4.3.11.6 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

**5.4.3.12 Health & Safety Costs**

5.4.3.12.1 Shall mean those costs associated with installation of measures classified as health and safety measures and to include labor, materials, lead safe weatherization renovator certification and subcontractors. These costs shall represent the cumulative total of expenditures from the separate Health & Safety Activities section of the BIL WAP Monthly Expenditure Report.

5.4.3.12.2 Contractor shall apply no more than the allowable maximum investment amount toward mitigating health and safety hazards as described in the BIL WAP Weatherization Budget (CSD 570b). The allowable investment maximum shall be determined using the Health and Safety formula as defined in Article 13, ["Definitions."](#) Reimbursement shall be limited to the allowable investment maximum contingent upon expenditure of line items included in the Health and Safety formula.

**5.4.3.13 Lead Safe Weatherization Costs**

5.4.3.13.1 Shall means those costs associated with performing lead safe weatherization, lead renovator certification ensuring lead paint safety on weatherized dwellings built prior to 1978,

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including materials, and the time spent by the EPA-Certified Renovator completing the EPA reporting requirements while on the job site.

5.4.3.14 Vehicle insurance.

Vehicle insurance shall mean those insurance costs allocated for those vehicles used in the delivery of weatherization services. See Article 4.4.6 Vehicle Insurance.

5.4.3.15 Capacity Building

Capacity Building may continue into Production Period - Phase 1. Capacity Building will no longer be allowable at the conclusion of Production Period - Phase 1. While Capacity Building is an allowable expense during Production Period - Phase 1, Contractor must still satisfy minimum performance benchmarks of Production Period - Phase 1. Accurate forecasting of Units and Expenditures in Production Plan will inform CSD of Contractor's unique path to meet Minimum Benchmarks of each Phase.

5.4.4 Weatherization Readiness Funds (WRF)

Contractor may not utilize Weatherization Readiness Funds (WRF) on a dwelling receiving services funded by BIL WAP.

**5.5 Reimbursement Guidelines**

5.5.1 Claims for Reimbursement

5.5.1.1 Pursuant to the federal grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs corresponding to the applicable Period and Phase (e.g., expenditures for weatherization expenses are unallowable during the Ramp-Up Period and will not be reimbursed). Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Agreement.

5.5.1.2 Contractor shall not incur expenditures prior to execution of this Agreement by both Parties.

5.5.2 General

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Contractor may claim reimbursement for allowable weatherization-related activities under the terms of this Agreement as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor’s equivalent delivered to eligible dwellings. Weatherization of multifamily buildings with 5 units or more is not allowable under this Agreement.

5.5.2.1 Contractor is prohibited from leveraging funds with any other DOE program that may be in effect in any dwelling.

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

5.5.2.3 Reporting for Completed Dwellings

All completed dwelling units shall be submitted for payment within 30 calendar days of completion or by the due date of the last reporting period of this Agreement, whichever is less.

5.5.2.4 Contractor Average Cost Per Unit

Contractor shall be entitled to reimbursement for actual costs, not to exceed the Contractor Average Cost per Unit of \$8,009 (Contractor ACPU) for applying the conservation measures and activities described in the Reimbursement for Weatherization Activities located on the CSD LAP at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>. The formula for determining the Contractor ACPU rate is specified in Article 13, “Definitions”.

5.5.2.4.1 The amount of funds applied to weatherization services in a whole multi-family building project shall not exceed the number of eligible dwelling units multiplied by the \$8,009 Contractor ACPU or by the \$8,009 Contractor ACPU, if an individual unit is served. If the multi-family building meets the 66/50 rule in accordance with Article 8.1, Section 8.1.2.6, then the investment for the whole building may not exceed the number of dwelling units multiplied by the Contractor ACPU. This includes income eligible, non-income eligible, and vacant units. Contractor must complete the Multi-Family Dwelling Certification form (CSD 75P) to show the 66/50 rule is being applied correctly.

5.5.2.4.1.1 If performing weatherization services on individual units when approved by CSD and DOE Project Office, and not a whole multi-family building

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project, Contractor shall ensure costs per unit do not exceed the Contractor ACPU.

5.5.2.5 Group Homes

The maximum reimbursement for a group home shall be equal to the current maximum average allowed for single family and multi-unit dwellings.

5.5.2.6 Temporary Shelters/Homeless Individuals

Maximum reimbursement will be based on the unit otherwise qualifying as a multi-unit structure. For determining how many dwelling units exist in a shelter, Contractor may count each 800 square feet of the shelter as a dwelling unit, or it may count each floor of the shelter as a dwelling unit.

5.5.2.7 Measure Reimbursement

5.5.2.7.1 For those weatherization measures that have an established maximum rate, the reimbursement amount shall be equal to the actual costs of labor, materials, and subcontracted services not to exceed the maximum reimbursement allowable.

5.5.2.7.2 For those weatherization measures that have an established maximum quantity, the quantity shall not exceed the maximum quantity allowable.

5.5.2.7.3 Cost and quantities that are projected to exceed the maximum limits as described in Reimbursements Rates for Weatherization may be exceeded if a waiver request has been submitted to and approved by CSD. Contractor shall obtain prior written approval from CSD before work commences.

5.5.2.7.4 Work outside of the scope of the program may only be allowable under extenuating circumstances. Contractor shall obtain prior written approval from CSD before work commences.

5.5.2.7.5 Weatherization measure costs or quantities exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, or another CSD or non-CSD program. An exception to this rule

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exists, however, as identified within Section 5.5.5 Managing Alternative Funding.

5.5.2.7.6 When costs for a measure exceed the maximum cost reimbursement, labor hours and/or quantity limits allowed for a health and safety measure as described in Reimbursement Rates for Weatherization, Contractor shall obtain written approval from CSD prior to work commencing to exceed the maximum costs limitations for health and safety measures. However, in no case will Contractor be able to exceed the maximum allowable for Health and Safety as shown in DOE Weatherization Budget based on the formula specified in Article 13, [“Definitions.”](#)

5.5.2.8 Assessments and Diagnostics

5.5.2.8.1 Contractor may claim reimbursement for one full dwelling assessment for each instance of weatherization services including initial weatherization and re-weatherization services. Contractor may claim reimbursement for performed dwelling assessments.

5.5.2.8.1.1 Re-weatherization is only permissible under this contract in cases of emergency or disaster situations that are pre-approved by CSD.

5.5.2.8.2 In the case of an un-weatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic testing that were performed but the dwelling cannot be counted toward the dwelling completion count.

5.5.2.8.3 Contractor may claim reimbursement for dwelling assessment and diagnostic testing only once when LIHEAP and DOE funds are used concurrently in the same unit.

5.5.2.8.4 Waivers from CSD shall be required for any assessments and diagnostic testing or health and safety and weatherization measure with a cost that will exceed the maximum reimbursements allowable.

5.5.2.8.5 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE WAP per weatherized

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dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

5.5.2.9 Labor Reimbursement

- 5.5.2.9.1 Contractor shall bill actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.
- 5.5.2.9.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.
- 5.5.2.9.3 Actual labor hours and costs for weatherization services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.
- 5.5.2.9.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor costs incurred by Contractor’s crew members.
- 5.5.2.9.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided below in subsection 5.5.3 “Other Program Costs.”
- 5.5.2.9.6 Labor expenses associated with the manufacturing of installation materials such as shade screens while not on the job site shall be charged as part of the cost of materials at actual labor hours and actual labor costs.

5.5.2.10 Heating and Cooling Appliance Repair and Replacement

For health and safety reasons:

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

5.5.2.10.2 Dwellings in which a single appliance has been both repaired and replaced, or under a call-back Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance. Call-backs will require additional reporting; refer to [CPN-E-12-05](#).

5.5.2.10.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost among all dwelling units within that building envelope.

**5.5.3 Other Program Costs**

**5.5.3.1 Wages – Field Staff**

Contractor may request reimbursement for actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

**5.5.3.2 Wages – Program Management and Support**

5.5.3.2.1 Contractor may request reimbursement for actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the DOE Weatherization program activity or providing direct support to ensure the successful delivery of weatherization services.

5.5.3.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and

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tracking of direct program services, including but not limited to: job scheduling, collating, and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits and coordination of subcontracted services.

**5.5.3.3 Lodging and Per Diem**

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section 4.6 of this Agreement.

**5.5.3.4 Disposal Fees**

5.5.3.4.1 Contractor may claim reimbursement for disposal fees and associated expenses incurred by Contractor and their subcontractor. Disposal fee reimbursement is limited to the actual cost of the fee.

5.5.3.4.2 Contractor may claim reimbursement for the removal of a secondary heating system that cannot be repaired to include associated labor and materials.

**5.5.3.5 Vehicle, Equipment Repair, Maintenance and Fuel**

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

5.5.3.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to BIL WAP.

**5.5.3.6 Historic Preservation Reviews**

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

**5.5.3.7 National Environmental Policy Act (NEPA)**

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NEPA requires the federal government to evaluate and understand potential environmental impacts of a project. The DOE WAP is considered a project under NEPA. Although not common, if a weatherization project will require ground disturbance (digging, excavation, trenching, vegetation removal and planting, scraping, compacting, and plowing, etc.) or tree removal, it is not covered by the NEPA allowable activities and Contractor staff should notify CSD before proceeding with any further work on that project. No additional reporting is required from Contractor.

5.5.3.8 Waste Breakage

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

5.5.3.9 Ancillary Supplies

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

5.5.4 Dwelling Status

5.5.4.1 Completed Units

5.5.4.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed and inspected by a Certified Quality Control Inspector and all inspection fails have been resolved.

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- 5.5.4.1.2 For dwellings where no Energy Conservation Measures (ECM) are feasible, health and safety work may be performed, but the home cannot be counted toward the dwelling completion count.
- 5.5.4.1.3 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures to receive reimbursement for work completed. If there are measures found to be unfeasible by crew members after the initial assessment, the reason for the unfeasibility shall be documented in the client file and if satisfactorily documented, the job shall be reported as completed in accordance with subparagraph 5.5.4.1.1.
- 5.5.4.1.4 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Agreement to dwellings occupied by household's ineligible for weatherization assistance at the time such services were provided.

5.5.4.2 Building Permits

- 5.5.4.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed because of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.
- 5.5.4.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.5.5 Leveraging Funds

- 5.5.5.1 Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, and as described in the TRM Appendix D Energy Audit/Priority List Protocol, provided:

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- 5.5.5.1.1 Contractor may not leverage BILWAP funded weatherization service or related activity with other DOE funding.
- 5.5.5.1.2 Contractor may divide BIL WAP material expenditures associated with a single measure with any funding source other than other DOE WAP provided the combined expenditures reported to each contract does not exceed the maximum reimbursement for the individual measure. Contractor will be required to provide an accounting of labor, material, and quantities installed under each program.
- 5.5.5.1.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. The amount billed under both BIL WAP, and alternative funding source cannot exceed the total cost of the installation of the measure.
- 5.5.5.1.4 In accordance with TRM Appendix D Energy Audit/Priority List Protocol, individual measure leveraging is allowable under the following conditions:
- 5.5.5.1.4.1 Full measure leveraging, or braiding of funds, is when the entire measure cost will be paid for by the funds of any non-DOE program. When the total reimbursement for a measure is paid with a non-DOE funding source, and the reimbursement is intended to cover the entire cost of the contracted service, all related costs associated with the installed measure shall be charged to the alternative funding source. Additional costs to facilitate or to offset cost deficits for the measure shall not be charged to another CSD energy program.
- 5.5.5.1.4.2 Partial measure leveraging, or co-funding, is where the cost of an Audit-Driven Measure (ADM) is divided between the BIL WAP and an alternative funding source. The package of measures, including the full cost of the measure to be partially leveraged, must have a Dwelling SIR  $\geq 1.0$  for the BIL WAP share of investment. Measures that are not included in this package do not qualify for partial measure leveraging. Leveraged ADMs must have a Measure

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SIR < 1.0, but  $\geq$  0.5, to qualify for partial measure leveraging.

5.5.5.1.4.3 Cost sharing is not considered leveraging, but it is a division of measure cost that applies only to Health & Safety, Priority List, and General Heat Waste (audit path only) measures. When cost-sharing, all labor must be billed to the BIL WAP. Material costs may be billed entirely to another program or shared between the BIL WAP and another program.

5.5.5.1.5 Measure buy-down is optional and limited to multi-family buildings. The property owner/landlord is allowed to contribute to the cost of an ADM in single-family (2–4-unit buildings only), small multi-family (5-24 units), or large multi-family rental properties (25 or more units). The buy-down must apply to all units served (except any unit occupied by the owner) when the Measure SIR is  $\geq$ 1.0 using the reduced measure cost, and the Dwelling SIR is  $\geq$ 1.0 using the total installed cost of the measures to be installed in the building.

5.5.6 Disaster Relief

5.5.6.1 Contractor may claim reimbursement for approved services for qualified disaster victims in accordance with the Energy Crisis and Disaster Response Plan under Master File Section V.9 of the BIL WAP State Plan, which is hereby incorporated by reference to this Agreement and available on CSD's public website here:  
<https://www.csd.ca.gov/Shared%20Documents/2022-Draft-BIL-DOE-WAP-State-Plan.pdf>

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**ARTICLE 6 – REPORTING POLICIES AND PROCEDURES**

**6.1 Reporting Requirements**

6.1.1 General

6.1.1.1 Client/Job Detailed Data Submission. Contractor shall submit required client/job detailed data for completed weatherization dwellings performed under this Agreement to CSD’s Weatherization Database monthly, for the period in which the service activity occurred.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall report expenditures and activities related to this Agreement by entry into the web-based Expenditure Activity Reporting System (EARS), in accordance with [CPN-E-19-002](#).

6.1.1.2.1 Contractor shall submit adjustments in accordance with [CPN-E-19-002](#).

6.1.1.2.2 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.2.3 Contractor’s ACPU shall be at or below the required \$8,009 per unit as identified in this Agreement three months prior to the end of the contract term or, if the Contractor’s contract is terminated prior to the end of the contract term, CSD may disallow costs to bring the Contractor into compliance with the Contractor ACPU requirement.

6.1.1.2.3.1 Contractor’s ACPU shall be monitored for compliance at regular intervals throughout the contract term. If the Contractor’s ACPU does not meet contract requirements, CSD may require the Contractor to submit a corrective action plan to bring their ACPU into alignment.

6.1.1.2.4 Contractor shall liquidate outstanding WCA balance and return any remaining WCA funds to CSD by June 1, 2024, for Ramp-Up WCA, June 1, 2025, for Production Period – Phases 1 and 2 WCAs, and May 1, 2027, for Production Period – Phase 3 WCA. Failure to liquidate WCA balance by

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these dates will result in CSD withholding reimbursement payments and issuance of any future WCAs under this agreement or other contracts.

6.1.1.3 Reconcile Submitted Weatherization Data

6.1.1.3.1 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with [CPA-E-18-005](#).

6.1.1.4 Submission of Client Files

6.1.1.4.1 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server quarterly or as requested by CSD. CSD shall use Contractor-submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.5 Reporting System Requirements

6.1.1.5.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Agreement such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.5.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the DTR Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD LAP on the Resources page.

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6.1.2 CSD Review and Approval of Reports

- 6.1.2.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program, fiscal operations, Contractor ACPU, and its demonstrated ability to effectively utilize all funds available under this Agreement. Contractor's failure to submit monthly required reports may result in CSD withholding the subsequent allocations, and a delay in approval to begin weatherization services during the Production Period.
- 6.1.2.2 During the Ramp-Up Period, CSD may conduct monitoring of Contractor consistent with the terms of this Agreement, and Contractor's approved Ramp-Up Plan. Contractor's failure to comply with this Agreement or its Ramp-Up Plan may result in CSD withholding Production Period allocations, and a delay in approval to begin weatherization services during the Production Period.
- 6.1.2.3 During Production Period Phases, CSD may conduct monitoring of Contractor consistent with the terms of this Agreement, and Contractor's approved Production Plan. Contractor's failure to comply with this Agreement or its Production Plan may result in CSD withholding additional allocations, and delay the execution on contract amendments authorizing Production Period Phase activities and expenditures.
- 6.1.2.4 The issuance of other CSD contracts, including reimbursement payments to Contractor, shall be contingent upon timely receipt of the required reports, and/or compliance with the material requirements of this Agreement.

6.1.3 Close-Out Report

- 6.1.3.1 Contractor shall submit, on the appropriate CSD forms, a close-out report verifying all actual, allowable, and allocable costs expended during the term of this Agreement and return all excess reimbursement and unexpended funds to CSD within 30 calendar days of the expiration of this Agreement. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 30 calendar days of final expenditure.
  - 6.1.3.1.1 Administrative costs shall not to exceed the amount set forth in the allocation spreadsheet.

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- 6.1.3.1.2 Training and Technical Assistance costs shall not to exceed the amounts set forth in the allocation spreadsheet.
- 6.1.3.1.3 Health and Safety shall not exceed 23% of the allowable Program Operations expenditures in accordance with the formula defined in Article 13, [“Definitions.”](#)
- 6.1.3.1.4 Any Administrative, Health and Safety, and Training and Technical assistance costs that exceed the maximum limits shall be disallowed.
- 6.1.3.1.5 Subsequent payments, including advance payments, for DOE or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Agreement.
- 6.1.3.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 30 calendar days after Contractor fully expends or the end of the contract term.
- 6.1.3.3 The close-out report shall include the following forms and be available on the CSD Local Agencies Portal website:
  - 6.1.3.3.1. DOE Close-Out Checklist (CSD 720);
  - 6.1.3.3.2. DOE Close-Out Inventory and Disposition Schedule (CSD 720D); and
  - 6.1.3.3.3. DOE Close-Out Reconciliation Report (CSD 720E).
- 6.1.3.4. Unexpended Funds
  - 6.1.3.4.1. Contractor shall use the DOE Close-Out Reconciliation Report (CSD 720E) to reconcile and report actual costs, interest earned, and reimbursements.
  - 6.1.3.4.2. Any unexpended funds shall be returned to CSD at the time the close-out report is submitted.
  - 6.1.3.4.3. Any additional forms required by DOE.
- 6.1.3.5. Any weatherization materials purchased with these funds and remaining at the contract expiration shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged

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to another of Contractor’s weatherization program with a current contract administered. If Contractor has no other open weatherization contracts, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

6.1.4. Eligibility Income Data

- 6.1.4.1 If Contractor includes income eligibility data on Contractor website(s) then that the information must include specific reference to DOE WAP income eligibility guidelines applicable to services covered by this agreement.

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**ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES**

**7.1 Program Standards and Regulatory Requirements**

7.1.1 Program Standards

7.1.1.1.1 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:

7.1.1.1.2 CSD Technical Reference Manual (TRM) version 1.3.

7.1.1.1.3 Official State and Federal Program Notices and Guidance Documents.

7.1.1.1.4 BIL DOE WAP Disaster Relief Plan.

7.1.1.1.5 Current Eligibility and Verification Guide.

7.1.1.1.6 Weatherization DTR.

7.1.1.1.7 CSD Training Policies and Procedures Manual (TPPM).

7.1.1.1.8 CSD BIL WAP Production Plan.

7.1.2 Upon execution of the Agreement, Contractor acknowledges receipt of all current and revised technical manuals, policies, and protocols in Article 7.1.1.1.

7.1.3 In the event of disagreement between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

7.1.4 Regulations

7.1.4.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent; otherwise, Contractor shall abide by the TRM.

7.1.4.2 All work performed by Contractor shall follow most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, HERS Program regulations.

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- 7.1.4.3 Services provided to all covered pre-1978 dwellings shall follow the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead; Requirements for Hazard Education Before Renovation of Target Housing, Final Rule (63 FR 29908; 40 CFR Section 745).
- 7.1.4.4 All materials procured for weatherization purposes shall be in conformance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 7.1.4.5 All materials used must follow Department of Energy rules in 10 CFR Part 440, Appendix A.
- 7.1.5 Title 24
  - 7.1.5.1 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, cannot be repaired and must be replaced.
  - 7.1.5.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety appliance replacements of heating, cooling, and water heating installed to dwellings located within Contractor’s specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.  
  
Contractor shall exercise caution not to utilize the DOE Climate Zone for compliance with California’s Title 24 Energy Efficiency Standards for Residential and Nonresidential Requirements.
  - 7.1.5.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.
  - 7.1.5.4 The HERS Rater shall be an independent entity from the Contractor or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

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7.1.6 Pre-1978 Dwellings

- 7.1.6.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.
- 7.1.6.2 Dwellings not previously certified to be lead-free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that an Environmental Protection Agency (EPA) Certified Renovator performs the post-weatherization verification after the completion of weatherization services and that the Assessor deems the weatherized meets EPA Renovation, Repair, and Painting Rule lead-safe standards.
- 7.1.6.3 HUD units not previously certified to be lead-free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de 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.
- 7.1.6.4 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 approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

**7.2 Service Priority Guidelines**

- 7.2.1 Contractor shall give priority for weatherization services to those households of families with children 19 years of age or younger, disabled, elderly persons (ages 60 years or older) and households with high energy burdens.
- 7.2.2 Contractor may give priority for weatherization services to those households whose members have life-threatening emergencies.
- 7.2.3 Contractor shall ensure that owners and renters receive equitable treatment under this program.

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### **7.3 Outreach and Intake Activity Guidelines**

#### **7.3.1 Outreach**

Contractor shall perform outreach activities to ensure that households in the service area(s) are informed about all BIL WAP services and have an opportunity to apply for such services.

#### **7.3.2 Intake**

Contractor shall use intake program funds for determining eligibility of applicants seeking BIL WAP services. Services include aiding an applicant’s program enrollment and verifying an applicant’s eligibility for services funded by this Agreement. Contractor shall:

- 7.3.2.1 Establish reasonable hours whereby applicants 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.
- 7.3.2.2 Accept applications for assistance during regular business hours.
- 7.3.2.3 Accept applications at sites that are geographically accessible to all households in the area served by Contractor.
- 7.3.2.4 Provide low-income individuals who are physically infirm with the means to submit applications without leaving their residences.
- 7.3.2.5 All sites where intake is conducted must be accessible to the disabled.
- 7.3.2.6 If Contractor opts to “pre-screen” applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor’s equivalent, Contractor must apply income guidelines and Contractor’s DOE Weatherization Priority Plan Narrative (CSD 793) when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant’s circumstances and status. Energy Intake Form (CSD 43) or approved Contractor’s equivalent must be provided to an applicant upon request, whether or not a prescreening process is employed.

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**7.4 Client Education and Counseling Activities**

Client Education/Counseling Activities program funds shall be used for such services, including client needs assessment, client education and budget counseling, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.

**7.4.1 Needs Assessment**

Contractor shall conduct a needs assessment for each applicant, which shall include computing the energy burden of each applicant's household and prioritizing households as described in Article 7.2, Service Priority Guidelines.

**7.4.2 Client Education / Budget Counseling**

7.4.2.1 Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with Contractor's approved DOE Weatherization Priority Plan Narrative (CSD 793). At a minimum Contractor shall include the following:

7.4.2.1.1 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.

7.4.2.1.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.

7.4.2.1.3 Written information that identifies safety conditions assessed in the home and as self-declared by occupants, in accordance with the CSD TRM Appendix E Health and Safety Requirements, CSD TRM individual measure standards, and as required in the CSD 540G Health and Safety Form (A copy of the completed CSD 540G form shall be left with the client during the assessment visit);

7.4.2.1.4 Resource information, referral, family, and budget counseling to assist clients in achieving self-sufficiency.

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- 7.4.2.1.5 Referral to other community, state, or federal programs to address conditions that may exist that cannot be mitigated due to the scope of the corrections which exceed DOE WAP or other CSD weatherization programs and cannot be achieved in a cost-effective manner.
- 7.4.2.1.6 The EPA pamphlet “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools”.
- 7.4.2.1.7 The EPA pamphlet “A Brief Guide to Mold, Moisture, and Your Home”.
- 7.4.2.1.8 A description of the benefits that the client can expect to receive because of the weatherization measures installed and diagnostic tests performed in the dwelling.
- 7.4.2.1.9 Disclosure of any identified health, safety, or structural hazard conditions or deficiencies to the property owner and occupying tenant;
- 7.4.2.1.10 The EPA pamphlet “A Citizen’s Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon”; and
- 7.4.2.1.11 The California Department of Public Health fact sheet “About Asbestos in the Home and Workplace”.

**7.5 Leveraging/Cost-Sharing/Buy-Down Activities**

- 7.5.1 Leveraging cost sharing and buy-downs with weatherization funds may be used to install feasible measures in accordance with the CSD TRM Appendix D Energy Audit/priority List Protocol. Decision making for measure cost management shall be documented in the client file accordingly.
- 7.5.2 When using alternative funding with BIL WAP to pay for a measure, Contractor shall ensure that the measure installation conforms with BIL WAP weatherization guidelines and Article 5.5.5.
- 7.5.3 Contractor shall be responsible for tracking the use of different funding sources to determine that funds are spent according to federal regulations and CSD policies. Contractor shall document within the Weatherization client file the activity performed, date of the activity performed, and the source of the leveraged funds.
- 7.5.4 CSD may use information about activities paid for with funds from alternate funding sources for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the

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leveraged-funded activities conform to applicable DOE WAP standards and practices.

**7.6 Record-Keeping Responsibilities**

- 7.6.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, together with 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.
- 7.6.2 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.
- 7.6.3 DOE has reserved the right to adjust BIL WAP record-keeping requirements for both CSD and Contractor. CSD will inform Contractor of any new record-keeping requirements through amendment and/or CPN/CPA.
- 7.6.4 All Client Files – Requirements
- Contractor shall maintain a separate hard copy or electronic file for each applicant. These files shall include, the following documentation, when applicable:
- 7.6.4.1 For Public Agencies only: Statement of Citizenship, Alienage, and Immigration Status for Public Benefits (CSD 600) and supporting documents.
- 7.6.4.2 Energy Intake Form (CSD 43) or approved Contractor’s equivalent.
- 7.6.4.3 Multi-Family Property Intake Form (CSD 43-MFP) or approved Contractor’s equivalent.
- 7.6.4.4 Utility/energy bill(s) for all sources of energy used by qualified households.
- 7.6.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide.

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- 7.6.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor’s equivalent that substantiates that the client was provided services.
- 7.6.4.7 Client denial or approval notification.
- 7.6.4.8 Certification of Income and Expenses (CSD 43B).
- 7.6.4.9 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.
- 7.6.4.10 CSD Dwelling Assessment Forms (CSD 540 series which includes: 540 Dwelling Assessment, 540A Weatherization Mold/Moisture Assessment and Release, 540C Mechanical Ventilation Calculator, 540D Mechanical Ventilation Assessment, 540E Refrigerator Calculator, and 540G DOE Health and Safety Form) or approved Contractor’s equivalent when allowed.
- 7.6.4.11 Combustion Appliance Safety Inspection Form (CASIF) series (CSD 700, CSD 700B (Interim CASIF), or CSD 700C (Appliance Repair & Replacement CASIF);
- 7.6.4.12 Shell Leakage Data Sheet (CSD 704).
- 7.6.4.13 Duct Test Data Sheet (CSD 706).
- 7.6.4.14 CSD Weatherization Deferral Form (CSD 542) and other source documentation supporting deferrals and appeals.
- 7.6.4.15 Notice of Weatherization/Renovation (CSD 320) or approved Contractor’s equivalent.
- 7.6.4.16 Record of Tenant Notification Procedures (CSD 322) or approved Contractor’s equivalent.
- 7.6.4.17 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor’s equivalent.
- 7.6.4.18 Energy Service Agreement for Rental Property Owners (CSD 515B) or approved Contractor’s equivalent.
- 7.6.4.19 Lead-Based Paint Regulatory Compliance Report (CSD 708).
- 7.6.4.20 DOE Energy Audit/Priority List (CSD 710).

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- 7.6.4.21 Contractor Post-Weatherization Inspection Report (CSD 611).
- 7.6.4.22 Multi-Family Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent.
- 7.6.4.23 Client confirmation of work completed.
- 7.6.4.24 Required building permits or building's permit applications, or documentation of permit cost, and evidence of final permit inspection.
- 7.6.4.25 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units.
- 7.6.4.26 Waivers from CSD to exceed maximum costs and quantity limits of weatherization measures and work outside of the scope of CSD weatherization policies and standards.
- 7.6.4.27 Documented approvals from DOE and CSD to make a fuel change for an installed appliance.
- 7.6.4.28 Documentation that substantiates all actual labor hours including a time and activity log associated with each job.
- 7.6.4.29 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds.
- 7.6.4.30 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 non-feasibility of all mandatory measures not performed or installed.
- 7.6.4.31 Documentation indicating the manufacturer, manufacture date, make, serial number and model and metering information for all refrigerator replacements.
- 7.6.4.32 Documentation and records substantiating mileage claims by individual weatherized Single-Family Dwelling (SFD) and Multi Unit Dwelling (MUD) Unit.
- 7.6.4.33 Documentation of HERS Rater's inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Forms (CF-1R, CF-4R and CR-6R);

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- 7.6.4.34 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster.
- 7.6.4.35 Documentation providing evidence of participation in a federal, state, or local government rehabilitation program if being used to qualify ineligible multi-family dwelling units for weatherization services.
- 7.6.4.36 Documentation of notification to the owner-occupant, tenant and/or the owner of a rental unit or owner’s agent of significant structural changes to the dwelling due to weatherization services.
- 7.6.4.37 All Historic Preservation Online review documentation, including the copies of the printed Project Description Sheet (PSD) and HPO site e-mails.
- 7.6.4.38 REM/Design Improvement Analysis Report and REM/Design Building File Report reports indicating measure that meet the SIR requirement for installation.
- 7.6.4.39 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed.
- 7.6.4.40 Justification images, when required.
- 7.6.4.41 Notice of Survey by Electrical Contractor (CSD 543).
- 7.6.4.42 REM Energy Audit Entry Form (CSD 544).
- 7.6.4.43 Insulation Certificate (CSD 610).
- 7.6.4.44 REM/Design Multi-Family Input Sheet (CSD 808); and
- 7.6.4.45 All other documentation as further defined by CSD.
- 7.6.5 Other Recordkeeping Responsibilities
  - 7.6.5.1 Labor and Materials
    - 7.6.5.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization programs can be substantiated.

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

7.6.5.2 Training

Contractors who perform weatherization services are required to input, update, and maintain employee data in the CSD Training Portal (CTP). CSD will not recognize as valid proof of any training stored outside of this portal. The CTP is a learning management system that is located and maintained through the CSD LAP. It is a repository for Contractor and their subcontractors to track and monitor employees' completed training records, including but not limited to employee legal name, hire date, email including completion of each training course, the source/location, type/content, completion date, certificates of completion, and completion of refresher training. Records for courses completed prior to the launch of the CTP have been migrated into the system.

- 7.6.5.2.1 Contractor must identify at least one, but not more than two Training Administrators, who will be responsible for adding/editing users, submitting training and on-the job training (OJT) requests, approving training, monitoring training transcripts, uploading licensing and certifications, and monitoring training expirations.
- 7.6.5.2.2 The OJT application page will be migrated from a separate link on the CSD LAP to integrate with the CTP in calendar year 2023. CSD will notify agencies through a notice on the LAP when that function of the portal becomes available. Until that time, the separate link shall be used for Contractor to participate in OJT.
- 7.6.5.2.3 CSD shall maintain all trainings records in the CTP for trainings completed through CSD E-learning, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

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- 7.6.5.2.4 Contractor shall upload training certificates (or other proof of training completion) into the CTP for certifications or trainings provided by third parties. Examples include individual employee Building Performance Institute (BPI) certifications, EPA Renovator certification, and /or other required training certifications as designated by CSD.
- 7.6.5.2.5 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors as for the Contractor employees.
- 7.6.5.2.6 Contractor must input new field personnel and subcontractors into the learning management system within three days of hire. Contractor shall update the CTP in a timely manner, with employee completed course information and/or uploaded certifications on or before the first (1st) day of each subsequent month following the completion of training.
  
- 7.6.5.3 Equipment
  - 7.6.5.3.1 Contractors 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.
  - 7.6.5.3.2 Contractors and subcontractors who perform shell leakage and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.
  
- 7.6.5.4 Energy Audits
  - 7.6.5.4.1 Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of 3 years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings, or other pending matters, whichever is later in accordance with Section 4.3.
  - 7.6.5.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to the State, or a third-party inspector acting on the State’s behalf, for the purpose of a third-party inspections or monitoring.

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7.6.5.4.3 Contractor shall submit all REM audits through the CSD Energy Audit Submittal System to include the initial audit submittal and resubmittals to address changes to the audit based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.6.5.4.3.1 Changes in measure cost; input of final duct or shell leakage readings, in lieu of estimated leakage used for initial improvement analysis.

7.6.5.4.3.2 Changes to the final scope of work; any decisions related to full or partial measure leveraging.

7.6.5.5 Automation

7.6.5.5.1 Contractor shall use a software database system to support all required data collection and reporting requirements under the administration of this grant.

7.6.5.5.2 Contractor shall use an automated application system capable of supporting BIL WAP data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>. Contractor shall exercise best practices and perform a daily backup of all client data/application systems that capture BIL WAP service detail. Contractor shall assure that adequate files are maintained as required in Article 7.6.

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**ARTICLE 8 – PROGRAM IMPLEMENTATION**

**8.1 Weatherization Activity Guidelines**

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 200% of the Federal Poverty level.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the most recent Eligibility and Verification Guide (see most recent “LIHEAP Start-Up Cover Package”) at: <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.

8.1.1.3 Contractor shall certify a household’s income eligibility prior to the delivery of energy program services.

8.1.1.4 The income certification shall remain in effect for a period of 120 days from the date applicant is deemed eligible for services.

8.1.1.5 Contractor shall recertify a household’s income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.1.1.6 In the event the Contractor is unable to perform all weatherization services within 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.1.1.7 If a dwelling has been previously weatherized under the DOE WAP and meets one of the exceptions for services in subparagraph 8.1.2.7, the dwelling and household’s income eligibility must be recertified.

8.1.1.8 Contractor shall collect copies of all the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the household’s energy burden.

8.1.2 Dwelling Eligibility

8.1.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date.

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- 8.1.2.2 Contractor shall complete the post-combustion appliance safety test within 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.
- 8.1.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.
- 8.1.2.4 Permission to Provide Services
  - 8.1.2.4.1 Contractor shall obtain general written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform an assessment and weatherization work prior to performing any such services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent and the Energy Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.
  - 8.1.2.4.2 If during performing weatherization and/or heating and cooling appliance repair or replacement services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall notify the owner-occupied dwelling or the owner of a rental unit prior to continuing with the scheduled work.
- 8.1.2.5 Rent Increase Restrictions
  - 8.1.2.5.1 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.
  - 8.1.2.5.2 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

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complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.1.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.1.2.6 Multi-Unit Dwellings

8.1.2.6.1 Weatherization services are only permitted on single family homes and multi-family buildings with 4 or fewer units. Weatherization services on multi-family buildings with 5 or more units shall be permitted upon the issuance of an amendment or CPN following DOE guidance on Davis-Bacon requirements.

8.1.2.6.2 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize a whole multi-unit building containing rental dwelling units when not less than 66% (50% for duplexes and four-unit buildings) of the dwelling units in the building are income eligible dwelling units, or 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.

8.1.2.6.3 Contractor may weatherize individual units in a multi-family building in lieu of the whole building, *provided* Contractor first endeavors in good faith to weatherize the whole building in accordance with the provisions stated herein.

8.1.2.6.4 Upon Contractor's determination that the whole building cannot be weatherized because the building does not qualify in accordance with the CSD TRM, Contractor shall submit the request to CSD for DOE Project Officer approval prior to weatherizing individual units in the multi-family building. The request shall specify the that the Individual Unit criteria are met (with photographs, where required) and provide reason(s) why the whole building cannot be weatherized.

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Contractor shall retain supporting documentation justifying the determination in the event of an audit or monitoring visit.

- 8.1.2.6.5 The weatherization of individual units in multi-family buildings is subject to unique criteria and allowable measures, distinct from those applicable to single family and multi-family buildings. Contractor may install only those measures allowed for individual units in multi-family buildings in accordance with the CSD TRM.
- 8.1.2.6.6 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 in the master job file.
- 8.1.2.6.7 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.
- 8.1.2.6.8 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.
- 8.1.2.6.9 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.1.2.7 Previously Weatherized Dwellings

Weatherization services for a dwelling unit previously weatherized within the past 15 years from the date of completion using DOE WAP, LIHEAP, HUD, USDA, DOE ARRA, or other Federal funds are ineligible for weatherization services unless the dwelling meets one of the exceptions in accordance with [CPN-E-21-04](#) Previously Weatherization DOE WAP Dwelling Requirements

8.1.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure or because of a CSD or DOE inspection finding is a call-back and is allowable and must be reported to CSD and

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DOE. Refer to [CPN-E-12-05](#). Demographics for a callback are not included for reporting purposes.

8.1.2.9 Ineligible Dwellings

8.1.2.9.1 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 of completion of the proposed weatherization.

8.1.2.9.2 Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (515A) or Contractor’s equivalent or Energy Services Agreement for Rental Property Owner (515B) or Contractor’s equivalent.

8.1.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, or hospital, etc., may be weatherized under this Agreement.

8.1.2.10 Temporary Shelters/Homeless Individuals

Eligibility of the occupants may be assumed if the owner/operator will certify in writing that occupancy is temporary, and that admittance criterion complies with CSD contract eligibility guidelines; whether or not rent is paid has no effect on eligibility.

8.1.2.11 Group Homes

If the building does not qualify as a multi-family structure, income eligibility is based on all occupants as a group, and the building must be weatherized as a single dwelling unit.

8.1.3 Requirements for Weatherization Services

8.1.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.1.3.2 All feasible Health and Safety measures shall not be skipped. Similarly, feasible Health and Safety measures cannot be removed from a work scope (for client refusal or other reason), or the dwelling shall be deferred.

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8.1.3.3 When building a dwelling work scope for the BIL WAP, there are two approved approaches to determine the energy conservation measures (ECMs): the Priority List Path or the Audit Path. A single approach must be identified for each dwelling served. A hybrid approach is not allowed.

8.1.3.3.1 The Contractor path decision shall be directed by a set of criteria for each dwelling and cannot be based on a “preferred” approach. It is required to use the CSD 710 Energy Audit/Priority List Checklist to document dwelling conditions and the Audit path/Priority List path decision.

8.1.3.3.2 While the CSD 710 may prompt the Contractor auditor to use the PL path, Contractor may decide to conduct a site-specific energy audit for any dwelling.

8.1.3.4 Priority List (PL) Path

8.1.3.4.1 The PL path is allowable for single-family, mobile homes, and low-rise multi-family (LRMF) as defined in the CSD TRM Appendix H. When using the PL path, a prescribed set of measures must be installed, following a specific order as defined on the PL. Feasible ECMs must not be skipped as defined by the CSD TRM Appendix D Energy Audit/Priority List Protocol.

8.1.3.4.2 All feasible Mandatory measures must be installed before any Optional measures are installed.

8.1.3.4.3 All PL measures shall be installed according to the order defined in the building type-specific Priority List in accordance with the TRM Appendix D.

8.1.3.5 Audit Path

8.1.3.5.1 The Audit path is required when specific conditions exist in the dwelling or certain measures that are not on the DOE PL may be feasible and will be billed to the BIL WAP. Final feasibility of ECMs shall be defined by the REM/Design or TREAT software, which must be selected based upon the number of dwelling units in a multi-unit building. Cost-justified ECMs, with a Savings-to-Investment Ratio (SIR)

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greater than or equal to 1.0 shall not be skipped or installed after a measure with a lower SIR.

- 8.1.3.5.2 When applying the Audit Path and all feasible measures classified under Health & Safety have been assessed, Contractor must assess for Energy Conservation Measures (ECMs) by conducting a REM/Design or TREAT audit in accordance with the TRM Appendix D *Energy Audit/Priority List Protocol* located at <https://agencies.csd.ca.gov/home/Energy/Pages/Weatherization.aspx>.
- 8.1.3.5.3 The REM/Design energy audit tool must be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled. Small multi-family audits must be approved by CSD before any installation work is performed by Contractor.
- 8.1.3.5.4 The TREAT energy audit must be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design. Contractor must submit all TREAT audits to CSD for approval by the DOE Project Officer before any installation work is performed.
- 8.1.3.6 Installation of a common (shared) heat source, cooling source, or water heater shall qualify as a mandatory measure for each unit served by the same appliance.
- 8.1.3.7 Weatherization measures may be leveraged or cost-shared with alternative funding sources as defined in Section 5.5.5. All leveraged measures used to fulfill the completion of the Audit Path or Priority List Path shall be billed in accordance with the policies defined by the CSD TRM Appendix D.
- 8.1.4 Dwelling Assessments
- 8.1.4.1 Contractor shall assess eligible dwellings to identify the specific energy-efficiency and health and safety services to be offered under the allowable scope of services outlined in this contract.
- 8.1.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subparagraph 8.1.4.7.2, below.

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- 8.1.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Article 9.1, Training Requirements.
- 8.1.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.
- 8.1.4.5 If Contractor elects to subcontract with entities outside of CSD’s network of contractors / local service providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor’s staff or another subcontractor to perform the dwelling assessments.
- 8.1.4.6 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 any significant structural and engineering changes required to complete the weatherization work before the specified work commences.
- 8.1.4.7 Dwelling Assessment Performance
  - 8.1.4.7.1 Dwelling assessments shall include the following required activities:
    - 8.1.4.7.1.1 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 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.
    - 8.1.4.7.1.2 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

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prescribed list of health and safety measures needed to remedy noted conditions.

8.1.4.7.1.3 The visual inspection of the 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.

8.1.4.7.1.4 Completing the DOE Health and Safety form (540G), assessment shall include an occupant health screening to document whether any household members have a pre-existing or potential health conditions that should be taken into consideration before or during weatherization of the residence; hazard identification notification to document hazardous materials or conditions that may affect occupants; radon informed consent that identifies potential risk of increased radon levels when building air tightness levels are improved; and client education about the use of common weatherization materials that may create health effects for occupants.

8.1.4.7.1.5 In conformance with the TRM Appendix D and the CSD 710 Energy Audit/Priority List Checklist, determination of whether the Audit Path or Priority List Path must be followed. When the Audit Path is prescribed, assessment shall include completion of the energy audit by an assessor holding a valid certificate of completion for audits as defined by the TPPM. When the Priority List Path is followed, the assessor must confirm that the unit meets the minimum dwelling criteria based upon the building type.

8.1.4.7.2 Historic Preservation Review of Dwellings

8.1.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for

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historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the BIL WAP on dwellings that are 45 years or older. For purposes of this Agreement, the historic review shall be known as the Historic Preservation Review.

8.1.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.1.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subparagraph 8.1.4.7.2.2, Contractor shall initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.1.4.7.3 Combustion Appliance Safety (CAS) Diagnostic Testing

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

8.1.4.7.3.2 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, no measures may be installed until the hazard has been corrected.

8.1.4.7.4 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 or other similar organizations or programs.

8.1.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

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8.1.4.7.4.2 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.

8.1.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Agreement. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

8.1.5 Duct and Shell Diagnostic Testing

8.1.5.1 Contractor shall perform shell leakage diagnostic testing only for shell sealing purposes on all single-family and multi-unit building types weatherized under this Contract in accordance with CSD shell leakage testing standards and policies and procedures.

8.1.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.1.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.1.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Article 9.1, Training Requirements.

8.1.6 Health and Safety Measures

8.1.6.1 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.1.6.2 Feasible Health and Safety measures shall not be skipped, and feasible Health and Safety measures cannot be removed from the work scope (for client refusal or other reason), or the dwelling shall be deferred.

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- 8.1.6.3 If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the dwelling shall be served under the Audit Path only or the Health and Safety measure must be fully leveraged with an alternate funding source.
  - 8.1.6.3.1 When the measure will be repaired or replaced with BIL WAP or Annual DOE WAP funds, it is required to conduct an energy audit to determine if the heating, cooling, or water heating appliance would qualify for replacement of a higher efficiency unit as an Energy Efficiency Upgrade (EEU). If the EEU is cost justified with an SIR of 1.0 or greater, the appliance must be replaced as an EEU.
  - 8.1.6.3.2 Only when the EEU replacement is not cost justified and the appliance meets the criteria established in the CSD TRM Appendix E Health and Safety Requirements, shall the appliance be repaired or replaced with Health and Safety funds.
  - 8.1.6.3.3 In addition to meeting the requirements for Health and Safety repairs/replacements above, any cooling appliance repair or replacement shall be allowed only when one or more of the occupants in the dwelling meets the CSD definition of “at-risk” as defined in the CSD TRM Appendix E.
- 8.1.6.4 Primary Heating and Cooling Appliance Repair and, Replacement, and Installation Services
  - 8.1.6.4.1 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.
  - 8.1.6.4.2 The following guidelines are restricted to occupied SFD and/or MUD units:
    - 8.1.6.4.2.1 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.
    - 8.1.6.4.2.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling’s

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primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

- 8.1.6.4.3 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:
- 8.1.6.4.3.1 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 wellbeing of individuals or the household. When no existing primary heating appliance exists, an energy audit is required. When the  $SIR < 1.0$ , the appliance shall be installed with Health and Safety funds.
  - 8.1.6.4.3.2 The age of a heating/cooling appliance shall not be used as a basis for replacement.
  - 8.1.6.4.3.3 When repair, replacement, or installation of a primary heating appliance is required in accordance with the policies above but cannot be completed for any reason, the entire dwelling shall be deferred.
  - 8.1.6.4.3.4 Upgrades to heating and cooling appliances for energy efficiency purposes are subject to the energy audit unless required by Title 24.
- 8.1.6.4.4 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50% of the cost of installing a new replacement unit.
- 8.1.6.4.5 If during 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.

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8.1.6.4.6 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services to conform to Title 24 requirements.

8.1.6.5 Secondary Heating Appliance Repair or Removal

8.1.6.5.1 Unsafe secondary heat sources as defined by TRM Section 4 *Heating and Cooling* must be repaired, or removed and disposed of, or dwelling deferral is required.

8.1.6.5.2 Unsafe secondary heating sources cannot be repaired, the appliance must be removed. Appliance abandonment is not allowed.

8.1.6.5.3 Unsafe portable space heaters cannot be repaired and must be removed.

8.1.7 Fuel Switching

Contractor shall not “fuel switch” when replacing furnaces or any other allowable appliance unless an energy audit is conducted in conformance with the CSD TRM Appendix D *Energy Audit/Priority List Protocol* and replacement is cost-justified with an SIR of 1.0 or greater.

8.1.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

8.1.9 Natural Disasters

8.1.9.1 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 pursuant to the DOE Disaster Relief Plan, which is hereby incorporated by reference to this Agreement and available on the CSD Local Agencies Portal at [https://agencies.csd.ca.gov/home/Energy/Documents1/2023%20Annual%20DOE%20WAP%20State%20Plan\\_Approved\\_ADA.pdf](https://agencies.csd.ca.gov/home/Energy/Documents1/2023%20Annual%20DOE%20WAP%20State%20Plan_Approved_ADA.pdf).

8.1.9.2 The occupant shall be certified as currently eligible, and a dwelling assessment shall be performed.

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8.1.9.3 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.

**8.1.10 Worker Safety**

8.1.10.1 Contractors are responsible for ensuring the safety of its weatherization field personnel performing weatherization activities under this Agreement and in accordance with the CSD Health and Safety policies and internal policies of the contract intended to protect the safety of weatherization field personnel.

8.1.10.2 Agencies must ensure that its weatherization field personnel are trained on how to handle situations where weatherization clients and other occupants within a weatherization project display behavior that is construed to be abusive and threatening to weatherization field personnel and their personal safety. Such situations constitute reasons for deferring weatherization services to the dwelling itself and weatherization field personnel must be trained to recognize, deal with, and document threatening situations they encounter while performing weatherization measure installations.

8.1.10.3 Contractors must document such incidents in the CSD Weatherization Deferral Form (CSD 542) and always maintain a copy of the completed form in the client file.

**8.2 Quality Assurance**

**8.2.1 Certification**

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization work performed under this Agreement. Contractor shall document such assurance on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611 or approved Contractor's equivalent) and the document shall be signed and dated by a certifying Contractor representative.

**8.2.2 Post-Weatherization Inspections**

8.2.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Agreement. Completed jobs shall not be billed to CSD until a post-inspection has been completed and any inspection fails are resolved.

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- 8.2.2.2 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD weatherization guidelines. The post-inspection shall:
- 8.2.2.2.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Agreement.
  - 8.2.2.2.2 In addition, installed measures shall be reviewed to determine the absence of any feasible measure not installed and the installation of a measure (non-feasible measure) that may not follow said standards and the terms and conditions of this Agreement.
  - 8.2.2.2.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable.
  - 8.2.2.2.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence.
  - 8.2.2.2.5 Verification that energy audit and priority list decision was correctly and logically determined in compliance with the TRM Appendix D Energy Audit/Priority List Protocol and DOE Energy Audit Priority Checklist Form (CSD 710), and that the completed CSD 710 form was in the client file.
  - 8.2.2.2.6 Inspector shall confirm that any ECMs as part of the priority list meets the DOE-specific criteria based on building and fuel types, that measures feasibility was accurately reported, ECMs were installed in priority order, and that all required documentation and photographs are contained in the client file.
  - 8.2.2.2.7 Inspector shall confirm that any ECMs installed as part of the energy audit met energy audit improvement results including but not limited to: accurate reporting of dwelling characteristics, confirmation of pre and post blower door and duct testing results were accurately recorded and coincided with the reported data on the CSD 704 Shell Leakage Datasheet and CSD 706 Duct Leakage Datasheet, measured insulation R-values, accurate reported efficiencies and costs of heating/cooling and water heating installations; and that

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- the costs billed do not exceed the improvement costs identified in the Improvement Analysis Report.
- 8.2.2.2.7 Inspector shall retest all diagnostic testing performed in subparagraph 8.2.2.2.3 and 8.2.2.2.4; and
- 8.2.2.2.8 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.
- 8.2.2.3 Contractor shall ensure that post-weatherization inspections are performed by a Certified QCI, as provided in Section 9.2 of this Agreement. If Contractor subcontracts Quality Control Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:
- 8.2.2.3.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per inspection. The inspection rate includes all expenses related to the Certified Quality Control Inspection such as the cost of the inspection, administration, and travel costs of subcontractor.
- 8.2.2.3.2 Subcontractors, that are part of CSD’s network of DOE contractors, with a contract, Memorandum of Understanding, or similar contract with Contractor, not obtained through the procurement process, shall bill actual costs for the Certified Quality Control Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.
- 8.2.2.4 Subcontractors who provide basic weatherization services shall not conduct assessments or inspect dwellings.
- 8.2.2.5 Contractor 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.
- 8.2.2.6 If Contractor elects to subcontract with entities outside of CSD’s network of contractors / local service providers for the full installation of weatherization measures, the subcontractor performing the installation

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of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling post-weatherization inspection.

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

8.2.3 Third-Party Inspections

8.2.3.1 The State may use a third-party inspector to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.

8.2.3.2 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.

8.2.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by the State or its designee within 20 business days of written notification.

8.2.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM. Any Hazard Fails that are not remedied within the required timeline of 18 hours will require completion of the Hazardous Correction Work Plan to be completed by the Contractor which includes the reason the hazardous correction cannot be resolved within 18 hours and action that will be taken to resolve the hazard.

8.2.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.2.4 Subcontracted Services for Basic Weatherization

8.2.4.1 Contractor who subcontracts basic weatherization services shall submit to CSD for approval a written Weatherization Quality Control Plan for subcontractors. This plan shall include field and fiscal monitoring.

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8.2.4.2 Contractor shall have a minimum of one internal staff member who shall receive the online, classroom and field training coursework required by CSD for a field supervisor.

8.2.5 Noncompliance

8.2.5.1 Where a Fail or a Hazard Fail is identified through inspection, CSD requires the Contractor to correct the issue or comply with the defined consequences of the inspection finding.

8.2.5.2 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve an identified Fail or Hazard Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit(s) in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the 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 so long as the condition remains unresolved.

8.2.5.3 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.

8.2.5.4 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 non-installed measure or quantity will be withheld from subsequent reimbursements.

8.2.5.5 Contractor will be subject to Special Conditions, in accordance with Article 10.4, if it is determined that one or more of the following conditions exist:

8.2.5.5.1 Contractor has a history of unsatisfactory performance.

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- 8.2.5.5.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
- 8.2.5.5.3 Failure to remedy an identified Hazardous Condition in a timely manner.
- 8.2.5.5.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

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**ARTICLE 9 – TRAINING, LICENSING AND CERTIFICATIONS**

**9.1 Training Requirements**

- 9.1.1 CSD’s statewide training program, is defined in the CSD Training Policies and Procedures Manual (TPPM).
- 9.1.2 Contractor shall maintain and make available for reference to Contractor’s employees and subcontractors who perform weatherization services, the following foundation documents:
- 9.1.2.1 CSD TRM.
  - 9.1.2.2 CSD Training Policies and Procedures Manual (TPPM).
  - 9.1.2.3 Other applicable policies and procedures.
  - 9.1.2.4 Official State and Federal Program Notices.
  - 9.1.2.5 Current CSD Field Forms; and
  - 9.1.2.6 Required training materials.
- 9.1.3 As defined in the TPPM, five field positions describe the types of weatherization duties that field personnel perform and are expected to perform. All weatherization field personnel must be assigned to a field position. Although actual Contractor and subcontractor employee job titles may vary, the CSD-defined field positions in order are Installer, Diagnostic Technician, Assessor, Inspector, and Field Supervisor. Required training for each training path builds incrementally upon the preceding training path(s), creating prerequisite training before the desired training path may begin.
- 9.1.4 All required training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD Training Portal upon successful completion of each course and/or training path, unless otherwise noted.
- 9.1.5 Training Provisions for Staff of Contractor
- 9.1.5.1 Within three days of the date of hire, Contractor shall ensure field personnel (training candidate) are entered into the CSD Training Portal. Contractor Training Administrator shall determine the intended field position of a training candidate.

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- 9.1.5.2 Contractor field personnel shall participate in the courses outlined for their field position within the timelines and as described in the CSD TPPM, Training Table. All courses in a training path must be completed and passed successfully before any candidate can work unsupervised in the capacity of the assigned field position.
- 9.1.5.3 Contractor field personnel failing to demonstrate appropriate knowledge and skills in a course or training path will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity without appropriate supervision of an employee holding a current certificate in that training path, until the candidate successfully completes the required training and field evaluation (when required).
- 9.1.5.3.1 Except for the Installer training path, successful completion of this evaluation component by Contractor’s personnel is required before a training path certificate may be issued.
- 9.1.5.4 Supplementary certificates and a DOE WAP-specific adjunct competency certification are required for specific field positions as described in the CSD TPPM Training Table 1.
- 9.1.5.5 Three years after the completion of training, a CSD-issued training certificate expires. After expiration, a refresher training is required to maintain a training path certificate.
- 9.1.6 Training Provisions Based Upon Job Duties:
- 9.1.6.1 For weatherization services performed on pre-1978 units, all Contractor’s work crews who perform basic weatherization or specialty services are required to be trained in Lead-Safe Weatherization. This requirement may be met by completing EPA RRP Certified Renovator training (additional information is available in Section 9.6) or through completing the CSD Lead-Safe Weatherization training. No employee of a contractor shall perform work in a pre-1978 dwelling until the required training has been received. All work performed in a pre-1978 dwelling shall be under the supervision of an EPA Certified Renovator.
- 9.1.6.2 When job duties include basic measure installation, weatherization employees of Contractor shall complete the Installer training path.
- 9.1.6.2.1 Within 180 calendar days of employment, Installer employees of Contractor shall complete Health and Safety,

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Installer Preparation courses, and Lead-Safe Weatherization Training as defined by the CSD TPPM Training Table 1.

- 9.1.6.3 When job duties include diagnostic work (i.e., combustion appliance safety, duct leakage testing, and shell leakage testing), Contractor field personnel shall complete the Diagnostic Technician training path. No Contractor field personnel shall perform diagnostic testing without having completed the required prerequisite courses for the Installer training path without supervision by an employee holding the appropriate training path certificate.
- 9.1.6.3.1 After successful completion of a training path or Diagnostic component course, Contractor field personnel are required to participate in a training center skills evaluation or a monitored field evaluation under the supervision of a third-party training provider to evaluate employee knowledge and skill.
- 9.1.6.4 When job duties include performing Assessments, field personnel of Contractor shall complete the Assessor training path and the prerequisite courses required for the Installer and Diagnostic Technician training paths. Certificates of Completion shall be issued following successful completion of a field evaluation, which follows completion of all training, and is supervised by CSD or its third-party training provider to evaluate employee skill and knowledge in performing Assessments.
- 9.1.6.5 When job duties include performing Inspections, field personnel of Contractor who perform Inspections shall complete the Inspector training path. Completion of the Inspector training path also requires completion of prerequisite courses for the Installer, Diagnostic Technician, and Assessor training paths. No Contractor field personnel shall perform Inspections without having completed the required training. Certificates of Completion shall be issued following successful completion of the second phase (“field portion”) of the training field evaluation, which follows completion of all training path courses, and is supervised by CSD or its third-party training provider to evaluate employee skill and knowledge in performing Inspections.
- 9.1.6.5.1 After successful completion of the field evaluation, and prior to performing any BIL WAP inspections, Contractor field personnel performing Inspections are required to apply for and participate in certification examinations from the Building Performance Institute (BPI) for the Energy Auditor

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and Quality Control Inspector adjunct competency. See Article 9.3.

- 9.1.6.6 When job duties include performing supervision of Contractor field personnel, these Contractor field personnel shall complete the Field Supervisor training path. Completion of the Field Supervisor training path also requires completion of prerequisite courses for the Installer, Diagnostic Technician, Assessor, and Inspector training paths. No field personnel of Contractor shall perform Field Supervision duties without having completed the required training. Certificates of Completion shall be issued following successful completion of Field Supervisor training.
- 9.1.7 Training Provisions for Staff of Subcontractors
- 9.1.7.1 Subcontractors are subject to separate training requirements. Contractor is responsible for ensuring subcontractor workforce is competent in the weatherization work for which they are subcontracted. All subcontractor required trainings are defined in the CSD TPPM, Training Table 2. Based upon the type of work the subcontractor will perform, all courses in a training path must be completed and passed successfully.
- 9.1.7.2 Training and technical assistance funds may be used to train Contractor's subcontractors participating in the program. In making the determination to pay for subcontractor training, Contractor should secure a retention contract in exchange for the training. The subcontract agreement should stipulate that the subcontractors will work in the program, for a minimum of 12 months. The training costs are limited to travel, admission to training (when applicable), and for course materials.
- 9.1.7.3 Within three days of the date of hire, Contractor shall enter subcontractor field personnel into the CSD Training Portal. Contractor Training Administrator shall assign the intended field position of a training candidate.
- 9.1.7.4 When a subcontractor's work includes diagnostic testing, courses and skills evaluations for the Diagnostic Technician field position must be completed before diagnostic work may be performed.
- 9.1.7.5 If subcontractor training is not yet completed, agency personnel who have successfully completed the Diagnostic Technician training path may perform diagnostic testing in lieu of the subcontractor.
- 9.1.7.6 Supplementary certificates and a DOE WAP-specific adjunct competency certification are required for the Inspector training path as described in the CSD TPPM Training Table 2 (provided on the LAP).

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To perform inspections, the QCI adjunct competency shall be completed.

## **9.2 Training Transition Plan**

- 9.2.1 As older CSD training requirements transition to the TPPM courses beginning June 1, 2023, CSD will work closely with Contractor and subcontractors to categorize existing employees into the required training paths and establish training courses for new field personnel in accordance with the CSD TPPM.
- 9.2.2 Transition requirements will be based on the individual field worker’s hire date and assigned field position as determined by Contractor Training Coordinator, and according to the CSD TPPM, Training Transition Table (excerpted, and provided on the LAP).
- 9.2.3 In accordance with the TPPM Training Transition Table, field personnel hired before a specified transition date, having already completed specified trainings prior to the transition date, will not be required to complete additional training. They will be issued a training path certificate for the field position for which they qualify. This training path certificate will be valid for three years from the transition date.
  - 9.2.3.1 Field personnel hired on or after the transition date will be required to complete all prerequisites and courses defined by the TPPM for the assigned training path.
  - 9.2.3.2 As long as Contractor’s and/or subcontractor’s employee’s training path certificate is kept in good standing with no quality assurance findings, a training path certificate may remain valid for three years. After that period, a refresher training will be required for the certificate to be retained.
- 9.2.4 As network-wide training needs continue to be assessed and evolve, training requirements defined in the TPPM may be adjusted by CSD, with all change(s) communicated to Contractor and subcontractors in writing and with at least 30-day notice before implementation.

## **9.3 Quality Control Inspectors Certification**

- 9.3.1 Quality Control Inspectors (QCI) working for, or contracted by, Contractor must possess the knowledge, skills, and abilities in the National Renewable Energy Laboratory (NREL) Job Task Analysis for QCIs. This applies to all individuals who perform final inspections under the BIL WAP.

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- 9.3.2 Staff that have successfully passed the BPI QCI Certification exam and received a certificate will be eligible to conduct final inspections. As a micro-credential, prior successful completion of the BPI Energy Auditor certification also will be required.
- 9.3.3 Certified QCIs can be employed by third party organizations or weatherization Contractors that possess the required BPI Quality Control Inspector Certification.
- 9.3.4 The Quality Control Certification identification number of the QCI providing the post-inspection shall be identified on the Agency Post Inspection Report (CSD 611).

#### **9.4 Contractor Licensing**

Contractors, unless otherwise exempt, or their subcontractors who perform basic weatherization services under this Contract shall comply with the TRM and following licensing requirements:

- 9.4.1 Possess and maintain an active Class “B” General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual.
- 9.4.2 Fulfill the requirements of and receive certification pursuant to the Toxic Substances Control Act, Section 402 (15 USC § 2601 et seq.; 40 CFR § 745.226 & 227).
- 9.4.3 Contractor, unless otherwise exempt from the licensing requirement, shall upload, and maintain a copy of the current Class “B” CSLB license into the CSD Training Portal.
- 9.4.4 Contractor is responsible for ensuring that all subcontractors have an active license and are in good standing with CSLB for the duration of the subcontract; and
- 9.4.5 Contractor shall immediately notify CSD when any changes in licensing occur.

#### **9.5 Special Licensing - Weatherization**

- 9.5.1 Special licensing may 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.
- 9.5.2 Specialty subcontractor shall possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for

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specific measures and includes C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

**9.6 Environmental Protection Agency (EPA) Certifications**

- 9.6.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA’s Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all their weatherization services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.
- 9.6.2 Contractor shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.
- 9.6.3 Any contractor without the required certification will not be allowed to perform weatherization services.

**9.7 Additional Mandatory Training**

Contractor must participate in mandatory training such as eligibility start-up training, TRM-specific trainings, contract review webinars, monitoring trainings, and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to these training opportunities via announcement posted on the LAP.

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**ARTICLE 10 – COMPLIANCE POLICIES AND PROCEDURES**

**10.1 Right to Monitor, Audit, and Investigate**

10.1.1 Contractor shall comply with any duly authorized representative of the federal or state government, which includes but is not limited to the DOE, federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations. Contractor shall comply with DOE and CSD requests to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site visits, audits, and any other appropriate means as DOE and CSD deem necessary.

10.1.1.1 For purposes of ensuring full compliance with the BIL WAP, CSD may initiate special audits, monitoring visits and requests for program-related information, which Contractor shall provide and/or accommodate in a timely fashion.

10.1.1.2 Should Contractor fail to assist and cooperate with CSD in its oversight functions, or should CSD determine Contractor has not met its obligations under this Agreement, the Parties agree to the following:

10.1.1.2.1 CSD may issue a written, detailed finding and directive, advising Contractor of its failure to meet its obligations, which directive shall specify a date, within a reasonable period, given the urgency and time constraints associated with BIL WAP, in which Contractor must be in full compliance with the directive.

10.1.1.2.2 Should Contractor fail to comply with the CSD finding and directive, CSD may suspend BIL WAP payments to Contractor as provided herein until such time as Contractor complies.

10.1.1.2.3 Should Contractor dispute CSD's finding, it shall within 15 days of receipt of the finding deliver a written rebuttal to CSD which CSD shall evaluate and respond to within ten days, stating whether the finding shall be revoked, amended, or enforced.

10.1.1.3 Any suspension of BIL WAP payments as provided above shall be conditioned upon CSD providing the Federal funding agency with copies of its finding(s) and directive(s) together with Contractor's rebuttal(s).

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- 10.1.1.4 Should the Federal funding agency investigate or review, the payment suspension shall be in force until such time as the Federal funding agency affirms, recommends, or compels reversal of CSD’s finding(s).
- 10.1.1.5 Contract status and payment obligation disputes which are not resolved to the mutual satisfaction of the Parties through the procedures specified above, shall be resolved in accordance with procedures established for the standard (non-BIL WAP) CSD programs under applicable Federal and State law, provided CSD may, at its option, withhold BIL WAP payments until final resolution of the dispute.
- 10.1.2 Contractor shall comply with any duly authorized agent or representative of the federal or state government that is undertaking an investigation in accordance with 42 USC § 6866 and 10 CFR § 440.23, as amended.
- 10.1.3 DOE Monitoring Notice. DOE may monitor or audit Contractor’s administration of BIL WAP at any time, including through on-site visits and technical assistance visits, and with little or no prior notice to CSD or Contractor. Contractor shall comply with all DOE informational requests in connection with the monitoring or audit, as well as WPN BIL 23-4: DOE Monitoring of BIL in WAP.
- 10.1.4 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Agree are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.
- 10.1.5 All agreements entered by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

**10.2 Auditing Standards and Reports**

10.2.1 Auditing Standards

- 10.2.1.1 Applicability. The standards set forth 2 CFR 200 Subpart F, Audit Requirements, are hereby incorporated by reference.
- 10.2.1.2 Supplemental Audit Guide. In addition to the audit requirements specified above, Contractor must follow the most current CSD

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Supplemental Audit Guide, incorporated into this Agreement by reference in the Table of forms and Documents Incorporated by Reference. The Supplemental Audit Guide may be accessed at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F – Audit Requirements (§§ 200.500-521), standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in the U.S. Government Accountability Office’s “Government Auditing Standards, December 2011 Revision,” as amended.

10.2.2.2 Organizations below audit threshold. Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30 calendar days written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510(b). All DOE contracts shall be reported separately on the SEFA. In addition, a Supplemental Statement of Revenues and Expenditures (SSRE) for each contract that presents, by budget line item and fiscal year, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools must be provided.

10.2.3 Submission of Audit Reports. Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 Failure to File IRS Form 990 for Tax-Exempt Organizations. If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

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10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:  
[audits@csd.ca.gov](mailto:audits@csd.ca.gov).

Upon receipt of the audit report, CSD’s Audit Services Unit (ASU) will send a confirmation email within ten business days. Contractor should verify receipt of ASU’s confirmation email to ensure its single audit was received.

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Agreement, CSD may impose additional conditions, as described in 2 CFR § 200.208. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 2 CFR § 200.339 – § 343, Remedies for Noncompliance:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency.

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

10.2.6.3 Wholly or partly suspend or terminate the Federal award.

10.2.6.4 Recommend that suspension or debarment proceedings as authorized under 2 CFR Part 180, be initiated by the Federal awarding agency.

10.2.6.5 Withhold further federal awards for the program; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs CSD shall, after consideration of Contractor’s submission, issue a final TR, no later than 30 calendar days after receipt of Contractor’s information or documentation. If questioned costs are determined to be owning, ASU shall notify CSD’s Fiscal Accounting Services Unit (FASU) to send an invoice. Contractor will

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tender payment to FASU or respond with a repayment plan acceptable to FASU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with Article 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

**10.3 Compliance Monitoring**

10.3.1 Contractor shall substantiate that all costs claimed pursuant to this Agreement are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor shall trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 Contractor shall ensure funds allocated are expended for the purposes identified in federal law, and for allowable and allocable costs under the applicable rules of the Code of Federal Regulations.

10.3.3 Contractor shall comply with CSD’s on-site or in-house visits and follow-up monitoring to ensure that Contractor meets the performance benchmarks, administrative standards, financial management requirements, and other requirements of the federal program.

10.3.3.1 Monitoring during Ramp-Up Period. Contractor’s failure or inability to perform ramp up services, such as failure to conduct activities in accordance with its Ramp-Up Plan, may be cause for denial of further allocations, contract suspension, disqualification from BIL WAP, and other legally available remedies, including initiating the Enforcement Process. Should Contractor’s failure to perform under the Ramp-Up Agreement result in contract termination, Contractor shall repay its full allocation upon request from CSD. The Hearing contemplated in Article 10.4 is inapplicable for recovery stemming from termination of the Ramp-Up Agreement.

10.3.3.2 Monitoring during Production Period. Contractor’s failure or inability to perform services, such as failure to conduct activities in accordance with its BIL WAP Production Plan, may be cause for denial of further allocations, contract suspension, disqualification from BIL WAP, and other legally available remedies, including initiating the Enforcement Process. Should Contractor’s failure to perform under the Production Agreement result in contract termination, Contractor shall repay its full

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allocation upon request from CSD. The Hearing contemplated in Article 10.4 is inapplicable for recovery stemming from termination of the Production Agreement.

10.3.3.3 CSD reserves the right to review Contractor’s submission of monthly EARS reports. Failure to submit timely or compliant EARS reports may be interpreted by CSD as noncompliance with Contractor’s Ramp-Up or Production Plan or this Agreement.

10.3.3.4 Contractor’s failure or inability to achieve performance benchmarks, such as failure to conduct activities in accordance with its Production Plan, may be cause for denial of further allocations, contract suspension, or contract termination. Contract termination shall be in accordance with 1.3.2.3 and fiscal and other Contractor obligations referenced under Section 2.2 – Contractor’s Option of Termination.

10.3.4 In accordance with the Uniform Guidance (2 CFR § 200.337), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to affect the purposes of this paragraph. To realize the objectives of this subparagraph and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.4.1 Upon request, provide a list of clients, jobs or properties to or for which DOE WAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively “Associated Programs.”

10.3.4.2 With respect to such list of clients, jobs, or properties, provide CSD and/or the investigative entities or persons referenced in Article 10.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State DOE WAP guidelines.

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10.3.4.3 For purposes of this Section 10.3.4:

10.3.4.3.1 “Duplicate billing” is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.4.3.2 To the extent necessary to realize the objectives of this article, the term “Contractor” includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.4.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no DOE WAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.4.5 In the event Contractor is unable to comply with the provisions of subparagraphs 10.3.9.1 or 10.3.9.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.4.5.1 Contractor has not submitted duplicate billings to both DOE WAP and Associated Program.

10.3.4.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.5 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records and documents. Contractor shall submit client files, records and documents via the FTP to allow CSD to complete an in-house review.

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10.3.6 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

10.3.7 Collection of Disallowed Costs

10.3.7.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.7.2 Time for response. Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.7.3 Notice after review of further supporting evidence. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 10.3.5.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 calendar days after receipt of Contractor's information or documentation. Contractor shall have 15 calendar days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 10.4, subparagraph 10.4.5.5 of this Agreement, for CSD's final determination of disallowed costs.

10.3.7.3.1 All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

10.3.7.3.2 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

**10.4 Enforcement Process - Noncompliance with Requirement of this Agreement**

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued DOE grant reimbursements and participation under the Agreement. All 501(c)(3) contractors shall notify CSD within one (1) business day upon revocation of their tax-exempt status and cease all work

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performed under this Agreement. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Agreement.

#### 10.4.2 General

The authority for CSD Enforcement Actions, as defined in paragraph 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively “Enforcement Process”) is found in the Code of Federal Regulations, and in state regulations, with reference to 22 CCR §100875. To facilitate compliance with the cited authorities, the Parties agree that the present article: 1) shall guide, inform, and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

#### 10.4.3 Enforcement Action, “High Risk” – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable and that Contractor’s financial condition is so tenuous that its ability to implement this Agreement is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor’s noncompliance constitutes a material breach of the Agreement, CSD may initiate an Enforcement Action. For purposes of this article, “Enforcement Action” means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor’s service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of “high risk” designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the “high risk” designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action(s) must be taken and completed.

10.4.3.3 For purposes of this article, “material breach” means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:

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- 10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s).
- 10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds.
- 10.4.3.3.3 Has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant portion thereof.
- 10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD.
- 10.4.3.3.5 May have serious adverse effects and consequences on the Contractor’s customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or
- 10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

- 10.4.4.1 “High risk” designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor’s performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in paragraph 10.4.3, above.
- 10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
  - 10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed.
  - 10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
  - 10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

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10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance.

10.4.4.3.2 The imposition of special or additional reporting requirements.

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures.

10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop-work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines based on credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

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- 10.4.4.6.2 CSD shall have five business days following receipt of Contractor’s response to accept or reject Contractor’s objection and to state in writing the consequences of the decision and Contractor’s obligations going forward, if any.
- 10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.
- 10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.
- 10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.
- 10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 10.4.4.5 applies.

10.4.5 Cost Disallowance

- 10.4.5.1 If Contractor’s non-compliance with the terms of this Agreement results in an enforcement action, and if CSD determines that Contractor’s non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.
- 10.4.5.2 The Statement of Questioned Costs shall include:
  - 10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs.

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- 10.4.5.2.2 The reason the costs are questioned, and the information and/or documentation required to justify payment of the costs;  
and
- 10.4.5.2.3 The timeframe and procedures for Contractor’s submission of the required information or documentation to CSD.
- 10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor’s records, files, and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor’s agents, accountants, and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subparagraph, CSD may either impose sanctions, as provided in subparagraph 10.4.4.4 or, if feasible, issue a Notice of Disallowed Costs.
- 10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:
  - 10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and
  - 10.4.5.4.2 The date by which repayment must be made or, in the alternative,
  - 10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.
- 10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subparagraph 10.4.4.6.4 of this section, in a combined proceeding.

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- 10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subparagraph 10.4.5.5, the Notice of Disallowed Costs shall be deemed final, and Contractor shall comply with the provisions of the present Paragraph 10.4.5.
- 10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor’s repayment plan, CSD shall take into consideration such factors as, but not limited to:
- 10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded.
  - 10.4.5.7.2 The exigencies of the grant program and CSD’s ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law.
  - 10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor’s repayment obligation; and
  - 10.4.5.7.4 Contractor’s financial condition and ability to pay.
- 10.4.6 Contractor shall remain on “high risk” until CSD reasonably determines that Contractor has complied with the requirements of the Notice of “High Risk” Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor’s repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of “High Risk” Designation, CSD shall give Contractor written notice of such determination.
- 10.4.7 In the event Contractor’s non-compliance with the terms and conditions of this Agreement are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove “high risk” designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.
- 10.4.8 Lien rights. The State retains lien rights on all funds advanced.

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## **10.5 Service Delivery and Expenditure Requirement**

### **10.5.1 Service Delivery and Expenditure of Funds**

10.5.1.1 Contractor shall be afforded maximum flexibility and control, within the parameters of federal law, in the planning, administration, and delivery of BIL WAP services. Regardless of the modalities and techniques utilized, Contractor shall: a) Ensure that the maximum numbers of persons are served consistent with the effective and efficient service delivery under program requirements and applicable law; and b) Fully expend program funds as required within the defined Period or Phase during the Contract term.

10.5.1.2 Failure to expend funds, weatherize units, and provide services to readily available units occupied by qualified applicants as detailed in BIL WAP Production Plan, TRM and TPPM except for compelling reasons beyond Contractor's control and determined by CSD to justify the Contractor's explanation, shall be deemed evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Article 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this Article, result in a reduction in Contractor's grant allocation and the redistribution of unexpended funds.

### **10.5.2 Contractor Performance Benchmark and Reporting Requirements**

10.5.2.1 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's compliance with required performance benchmark levels. Based upon these reports, CSD may determine that Contractor has not met its expenditure and unit minimum benchmarks as Contractor detailed in Production Plan and is thus out of compliance with this Contract. CSD may reduce or eliminate Contractor's grant allocation for Production Period – Phase 3 if Contractor is out of compliance and has not met minimum performance benchmarks.

10.5.2.2 Should the Contractor's actual expenditure and unit trend indicate the Contractor is unlikely to meet the performance benchmark requirements indicated in Article 1.3 and as detailed in Contractor's BIL WAP Production Plan, CSD may, at its sole option, notify Contractor in writing that Contractor's total allocation, including capped budget items, shall be reallocated. Notice of such action shall be issued within 30 calendar days after Contractor's performance benchmark period as noted in Section 10.5.2.1.

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**ARTICLE 11 – FEDERAL AND STATE POLICY PROVISIONS**

**11.1 Certifications**

11.1.1 Contractor’s signature affixed to the Agreement shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Contractor Certification Clauses (CCC 04/2017)

11.1.1.2 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

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

11.1.2 The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit the CSD LAP website at <https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx>.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**11.2 Provisions for Federally Funded Grants**

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for DOE WAP funds and assures compliance with the purposes as set forth in 42 USC §§ 6861 et seq., as amended, and the BIL.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive

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Order W-13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508 (Pub. L. 104-208), and No Verification Requirement For Nonprofit Charitable Organizations, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit charitable organizations are exempt from the requirement under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)) (8 USC § 1642(d)).

11.2.4 Federal Funding Accounting Accountability and Transparency Act Reporting Requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding Contractors (sub-awardees) receiving federal funds. Contractor must complete CSD Form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

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

**11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters**

Contractor must certify in writing that to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

11.3.2 Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,

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theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and
- 11.3.4 Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.
- 11.3.5 If any of the above conditions are true for the Agreement or any of its officers, Contractor shall describe such condition and include it as an attachment to Part I of the Agreement. Based on the description, CSD in its discretion may decline to execute this contract or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the BIL WAP and annual DOE WAP.

**11.4 Affirmative Action Compliance**

- 11.4.1 Each Contractor or subcontractor with 50 or more employees and contract of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- 11.4.2 The written program shall follow the guidelines Equal Employment Opportunity clause obligations set forth in 41 of the Code of Federal Regulations, Subtitle B, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.1 through 60-741.47.
- 11.4.3 Each Contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full, with the requirements thereof.

**11.5 Nondiscrimination Compliance**

- 11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
- 11.5.2 Contractor hereby certifies compliance with the following:

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- 11.5.2.1 Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
- 11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.).
- 11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.).
- 11.5.2.4 Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended (38 USC § 4212 et seq.; 41 CFR Subtitle B, Part 60-300).
- 11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (regulations implementing Executive Orders 11246 and 11375) (41 CFR Subtitle B, Chapter 60, as amended); and
- 11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336, 42 USC § 12101 et seq.).

**11.6 Contractor Fair Hearing – Civil Rights Act Violation**

- 11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.), Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.
- 11.6.2 The HHS shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

**11.7 Specific Assurances**

- 11.7.1 Pro-Children Act of 1994
  - 11.7.1.1 Smoking Prohibitions. In accordance with Title XII of Public Law 103-227, the “PRO-KIDS Act of 1994,” smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

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11.7.1.2 The above language must be included in any subawards that contain provisions for children’s services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

11.7.2 Build America, Buy America (BABA)

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made if the unit is a publicly owned building.

In 2022 DOE further expanded upon this established “Build America, Buy America” (BABA) provision, indicating that federal funds cannot be used for a project unless certain manufactured products and construction materials (such as iron, steel, glass, lumber, drywall, and other building materials) are all produced or manufactured in the United States. BABA does not apply to tools, equipment, and supplies, such as temporary scaffolding brought to the construction site and removed at or before the completion of the project. Only weatherization on public housing (such as HUD housing), or on privately owned buildings that serve a public function are required to comply with BABA. Contractor must receive prior approval from CSD to begin a project on public housing.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes (federal and Cal/OSHA); the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers’ Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.

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11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by federal law under 2 CFR § 200.450.

11.7.6 Performance of Work in United States

All work performed under this Award must be performed in the United States to qualify for reimbursement.

11.7.7 Use of Program Income

If Contractor earns program income during the project period because of this Award, Contractor may add the program income to the funds committed to the Award and use to further eligible project objectives.

**11.8 Publications**

11.8.1 Contractor is encouraged to publish or otherwise make publicly available the results of the work conducted under the award, subject to compliance with Section 11.8.2 below.

11.8.2 An acknowledgment of BIL WAP support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

*Acknowledgment:*

“This material is based upon work supported by the Department of Energy’s Bipartisan Infrastructure Law Weatherization Assistance Program, administered by the California Department of Community Services and Development, under Award Number 81.042.”

*Disclaimer:*

“This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or

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assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

**11.9 Decontamination and/or Decommissioning (D&D) costs**

Notwithstanding any other provisions of this Agreement, neither the State nor Federal Government shall be responsible for or have any obligation to the recipient for: (i) Decontamination and/or Decommissioning (D&D) of any of the recipient’s facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.

**ARTICLE 12 – GENERAL TERMS AND CONDITIONS**

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

[Standard Contract Language \(ca.gov\)](https://www.ca.gov/standard-contract-language).

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**ARTICLE 13 – DEFINITIONS**

All terms used in this Agreement shall be those as defined in applicable federal and state law (see 42 USC §§ 6861 et seq.) and regulation (see 2 CFR Part 200 and 10 CFR Part 440), or as more specifically defined as:

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

Amendment: A formal change to the Contract 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 Contract.

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

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 Contract.

Automation Costs: Such expenditures may include, but are not limited to, any IT expense related to CSD System costs incurred including necessary upgrades to Contractor's system, computer, and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and start-up requirements related to IT automation needs. All costs reported in this line item must be directly related to program functions.

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Call-Back: A call-back occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by an agency. The required warranty periods are defined

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in CSD TRM. Warranty corrections are required under both LIHEAP and DOE BIL WAP, however, under DOE BIL WAP, Contractor is required to notify CSD for billing instructions and DOE is required to be notified of all call-backs.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation to verify eligibility.

Contract: The complete contents of this contract entered 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.

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

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions, and uncertainty. A CPA serves as short-term guidance or transitional in nature, to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

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

Certification Date: The date the applicant is deemed eligible, and the agency commits to provide services. The certification date should not be before the intake date.

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.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who are 19 years of age or younger.

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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 to verify eligibility.

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.

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

Contractor Average Cost Per Unit (ACPU): Represents the maximum average cost per dwelling unit for weatherization services, defined as the aggregate of Total Program Operations and Major Vehicle and Equipment Purchases divided by number of units completed. Under this contract, the Contractor ACPU is set at \$8,009.

The formula for determining the Contractor ACPU is:

Total Program Operations + Major Vehicles and Equipment Purchases divided by  
Total Completed Units

Total Program Operations consists of the following:

- Intake
- Outreach
- Direct Program Activities
- Minor Vehicle & Field Equipment (less than \$5,000)
- General Operating Costs
- Other Program Costs (refer to definition below)
- Automation Costs

Other Program Costs consist of the following:

- Wages – Field Staff
- Wages – Program Management & Support
- Workers' Compensation
- Travel and Per Diem
- Disposal Fees
- Ancillary Supplies
- Waste Breakage

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- Vehicle & Equipment Repair, Maintenance, Fuel
- Historic Preservation Review Costs

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

De Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of two square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the de 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 de minimis level would be six 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, and other installation costs.

Disposal Fees: A fee or expense charged by a third-party waste removal entity and/or the direct cost incurred by a contractor for the action of removing or getting rid of refuse, unwanted, and/or hazardous materials left over from the weatherization process.

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 (Pub. L. 94-385). The federal regulations for this program are in 10 CFR Part 440.

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.

Electronic File: A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Elderly: An individual 60 years of age or older.

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Energy Audit: An energy audit is an analysis tool intended to be used by the weatherization agencies for the purpose of determining a list of cost-effective measures for a specific dwelling. The REM/Design energy audit and TREAT are currently being used for the purposes of this Contract.

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

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Estimated Budget Allocation: The estimated dollar amount of DOE annual funding, based on the Final Allocation from the 2022 DOE BIL WAP Contract, used to facilitate the completion of budgets, fiscal and local planning efforts in the event this Contract is executed prior to federal authorization of the full annual allocation of DOE 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.

Final Allocation: The actual amount of funds available to Contractor under this Contract after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for Federal Fiscal Year 2022, and DOE's approval of the Weatherization Grant Application, as publicly announced by CSD's Director or designee, after the execution of this Contract.

Front-End Vendor: An entity that serves as a consultant to CSD's network of Contractors and maintains an electronic user interface that assists Contractors in reporting dwelling unit and expenditure information to CSD's Expenditure Activity Reporting System (EARS), the Combined Outcome Reporting Engine (eCORE) and possibly other CSD web-based data collection systems.

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 will apply only to the Audit Path as defined in the CSD TRM Appendix D *Energy Audit/Priority List Protocol* and include air conditioning/furnace filter replacements, hot water flow restrictors (aerators) and showerheads (low-flow, handheld, and thermostatic types), water heater blankets, and water heater pipe wrap.

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General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone, travel and materials and activities to prevent exposure to COVID-19 as allowable program costs.

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 TRM.

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, smoke alarms, heating/cooling, mechanical ventilation, water heater repairs and replacements, thermostats, lead-safe weatherization and kitchen exhaust repair and replacements. When heating or cooling (and their associated thermostat) and water heaters will be repaired or replaced under BIL WAP, these measures will require an energy audit. Costs associated with Health and Safety measures are limited to the allowable maximum amount specified in the BIL WAP Budget and are excluded from the calculations for the Contract Average Cost Per Unit.

Health and Safety Formula: Health and safety expenditures are limited to 5% of program operations as defined by DOE. The formula used to calculate the allowable maximum is:

Program Operations multiplied by 23%.

Where Program Operations are defined as:

Program Costs less (Training & Technical Assistance + Liability Insurance +  
Vehicles & Equipment Purchases Over \$5,000 + Health & Safety)

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.

High Residential Energy User: A low-income household whose residential energy expenditures exceed the median level of residential expenditures for all low-income households in the State.

Historic Preservation Review Costs: Expenses that are subcontracted to a third party to perform the collection of and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

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 2022 Building Energy Efficiency Standards.

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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. Infiltration reduction is best accomplished with shell leakage technology.

Intake Date: The date the agency receives or accepts the application.

Intellectual Property: Patents, trademarks, copyright, mask works, protected data, and other forms of comparable property protected by Federal law and foreign counterparts.

Knob and Tube Wiring: Costs to obtain knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection (breakers or S-type fuses) shall be billed to “Mandatory Assessments and Diagnostics - Permits.”

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.

Limited Home Repair (LHR): Those repairs that have a direct association with weatherization measures being installed and are necessary for the effective performance or preservation of weatherization materials or are related to activities that eliminate a health and safety hazard that would otherwise prevent weatherization or protects/preserves the installation of a health and safety measure.

LHR shall NOT include:

- a. Any other measure or associated incidental repair that has a chargeable line item, including Minor Envelope Repair items.
- b. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

Major Vehicle and Field Equipment Costs: Actual Costs associated with the purchase of the vehicle, office equipment and field equipment \$5,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from the DOE is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing DOE pertaining to procurement standards.

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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 TRM and 10 CFR Part 440, Appendix A – Standards for Weatherization Materials.

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

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. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment with per unit fair market value of \$5,000 or less used for the purpose of delivery of direct services. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing DOE pertaining to procurement standards.

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

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

Modified Dwelling Assessment: The process used to evaluate the limited-service needs of an eligible dwelling that has been previously weatherized under the Annual DOE WAP, BIL WAP or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under DOE. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Multi-Unit Dwellings (MUDs) also known as Multi-Family Buildings (MFBs): Defined as residential dwelling structures containing multiple residential units within a single building, to include duplexes, triplexes, fourplexes, and multi-unit apartments.

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 of the Department of Energy, in

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the discretion of DOE, may determine to be appropriate. For the DOE BIL 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.

Nonprofit Charitable Organization: Defined in the Internal Revenue Code, Section 501(c)(3) (26 USC § 501(c)(3)). Section 501(c)(3) is a tax law provision granting exemption from the federal income tax to non-profit organizations. 501(c)(3) exemptions may 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.

Other Program Costs: Other program costs include wages (field staff); wages (program management & support); workers' compensation; travel and per diem; disposal fees; ancillary supplies; waste breakages; vehicle & equipment repair, maintenance, fuel; historic preservation review costs.

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.

Primary Heating and Cooling Source: When a home has more than one heating and/or cooling source, one of the following shall be considered the primary unit:

- a. The appliance that provides conditioned air for the dwelling's primary common living area (i.e., occupied during waking hours);  
or
- b. The unit providing conditioned air to the largest volume of living space; or
- c. The unit with the largest heating/cooling capacity/output (Btu or tons).  
In a two-story home that has a separate heating and/or cooling source on each floor, the unit on the ground floor is considered the

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primary heating and/or cooling source, with the following exception.

- d. If the larger capacity/output unit is upstairs, it may be considered the primary unit.

Only the primary heating and/or cooling source (one unit per dwelling) shall be repaired or replaced. It may be one that provides:

- a. Heating only; or
- b. Cooling only; or
- c. Heating and cooling.

Priority List: The list of energy conservation measures determined to be cost effective by a measure evaluation process. These measures may be installed in the specified type of dwelling in the specified climate zone without performing an energy audit. Allowable measures are contained in CSD's DOE Priority List Protocol.

Program: Weatherization services provided under 42 USC §§ 6861 et seq., as amended.

Program Income: Program income means gross income earned by CSD and/or Contractor that is directly generated by a supported activity or earned because of the Federal award during the period of performance except as provided in 2 CFR § 200.307(f). Period of performance means the total estimated time interval between the start of an initial contract and the planned end date, which may include one or more funded portions, or budget periods.

REM/Design Energy Audit: An advanced computer audit software product approved by DOE for estimating the energy savings in single-family dwellings, mobile homes, manufactured homes, and low-rise multi-family buildings with the following characteristics:

- a. No more than 24 dwelling units.
- b. No more than three (3) stories.
- c. Each unit is individually metered; and
- d. Each unit is heated and cooled independently.

Re-weatherization: Providing weatherization services to a dwelling that was previously weatherized under DOE WAP, DOE ARRA, HUD, USDA, LIHEAP, or other Federal Funds within the past 15 years from the date of post inspection.

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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 TRM.

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 calendar 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. *Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database and Intake Form (CSD 43).*

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.

Shelter: A dwelling unit or units whose principal purpose is to house on a temporary basis for individuals who may or may not be related to one another and who are not living in nursing homes, prisons, or similar institutional care facilities.

Single-Family Dwelling: A detached dwelling structure containing no more than one dwelling unit, or a duplex, triplex, or fourplex.

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

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

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 Contract.

Targeted Retrofit Energy Analysis Tool (TREAT): An advanced computer audit software product approved by DOE for all multi-family buildings, including low-rise and high-rise multi-family buildings with master-metered utilities and/or shared (common) heating and cooling systems. This software is designed to address the specific needs and building configurations of multi-family buildings through “whole building” approach in which every unit and common space in a qualifying complex will be retrofitted.

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Training and Technical Assistance (T&TA): T&TA activities are designed to aid in the development and skill of weatherization crewmembers and program staff in supporting the DOE program.

Travel and Per Diem: Travel and per diem requirements are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.475).

Vehicle Insurance: Insurance purchased for cars, trucks, and other vehicles related for the delivery of direct programs services.

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 19 years or under), disabled, and elderly persons (ages 60 or older).

Wages – Field Staff: The actual labor costs for related to weatherization supervisors, assessors, inspectors, crew members, and field personnel that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site.

Wages – Program Management and Support: The actual labor costs related to program management and support staff directly responsible for the direct management and oversight over BIL WAP Weatherization program activity or providing direct support to ensure the successful delivery of weatherization services. This does not include the actual labor costs related to administrative staff, training, and/or labor costs associated with intake and outreach.

Waste Breakage: Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractor’s inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must not be associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal contractor training, safety training, and attendance at weatherization-related training to include EPD system training or other forms of weatherization training sponsored by DOE, CSD and/or other organizations. Related costs may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participating and attendance at policy advisory committee meetings and workgroups.

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

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**ARTICLE 14 – TABLE OF FORMS AND DOCUMENTS INCORPORATED BY  
REFERENCE**

The following forms and documents are available on the CSD Local Agencies Portal website at <https://agencies.csd.ca.gov/home/Pages/Home.aspx>.

**14.1 Forms to be returned with signed contract:**

- 14.1.1 BIL WAP Budget (CSD 540b).
- 14.1.2 DOE Weatherization Priority Plan Narrative (CSD 793).
- 14.1.3 BIL WAP Production Plan.
- 14.1.4 Certification Regarding Lobby/Disclosure of Lobbying Activities.
- 14.1.5 Executive Director and Board Roster (CSD 188); and
- 14.1.6 Federal Funding Accountability and Transparency Act Report (CSD 279).

**14.2 Additional Elements Integral to Contract**

- 14.2.1 BIL WAP Ramp-Up Plan
- 14.2.2 BIL WAP Weatherization Budget (CSD 540b).
- 14.2.3 BIL WAP Allocation Spreadsheet.
- 14.2.4 Contractor Certification Clauses (CCC 04/2017).
- 14.2.5 Current Insurance or Self-Insurance Authority.
- 14.2.6 Davis-Bacon Prevailing Wage Tracking Sheet (Under development by DOE); and
- 14.2.7 Buy American Form for Publicly Owned Buildings (Under development by DOE); and
- 14.2.8 Historic Preservation and National Environmental Policy Act (NEPA) Requirements Form.

**14.3 The following documents are hereby incorporated by this reference:**

- 14.3.1 BIL WAP Numbers, Contractors, Allocation, Estimated Units and Service Territories.
- 14.3.2 Reimbursement Rates for Weatherization Activities.
- 14.3.3 Training Policies and Procedures (TPPM) Training Tables; and
- 14.3.4 Supplemental Audit Guide.

**14.4 The following CPAs and CPNs are incorporated by reference.**

- 14.4.1 [CPA-A-12-01](#) Procedure Guidance with NCB Procurement Worksheet.
- 14.4.2 [CPN-A-17-01](#) Equipment Use and Disposition Requirements.
- 14.4.3 [CPN-A-18-01](#) Program Income

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- 14.4.4 [CPA-E-18-005](#) Expenditure Reconciliation Policy and Procedure.
- 14.4.5 [CPN-E-19-001](#) Working Capital Advance.
- 14.4.6 [CPN-E-19-002](#) Energy Reimbursement Policies and Procedures.
- 14.4.7 [CPA-A-20-02](#) Administrative Relief from Loss of Operations Due to the Novel Coronavirus (COVID-19) Crisis.
- 14.4.8 [CPA-E-20-02](#) Modifications to the Stay-at-Home Order Issued under Executive Order N-33-20.
- 14.4.9 [CPA-E-20-03](#) Removal of previously issued CSD Energy Division Program Advisories and Program Notices.
- 14.4.10 [CPN-E-20-05](#) Transferring funds.
- 14.4.11 [CPN-E-21-01](#) Requirement for Reporting Partially Weatherized Dwellings Due to COVID-19 Public Health Emergency.
- 14.4.12 [CPA-E-21-02E](#) Revised Weatherization Forms Implementation; and
- 14.4.13 [CPA-E-21-04](#) Previously Weatherized DOE WAP Dwelling Requirements.
- 14.4.14 [CPN-E-23-01](#) Title 24 Updates
- 14.4.15 [CPA-E-23-01](#) Revised TRM and Energy Forms
- 14.4.16 [CPN-E-23-03](#) Training Policies and Procedures Manual Release
- 14.4.17 [CPN-E-23-03M1](#) Training Policies and Procedures Manual Modification
- 14.4.18 [CPA-E-23-04](#) Establishment of Confirmation ID Codes to Facilitate the Validation and Reporting of Eligible DOE Dwellings
- 14.4.19 [CPN-E-23-06](#) Measure Matrix Updates for DOE WAP, LIHEAP and ESLIHEAP