

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



ITEM: 3.31
(ID # 30553)

MEETING DATE:
Tuesday, July 14, 2026

FROM : HOUSING AND WORKFORCE SOLUTIONS

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/COMMUNITY ACTION PARTNERSHIP (HWS/CAP): Receive and File the 2026 Low Income Home Energy Assistance Program (LIHEAP) Funding Agreement No. 26B-4027 in the Amount of \$10,339,182 and 2026 Supplemental Low Income Home Energy Assistance Program (SLIHEAP) Funding Agreement No. 26Q-3576 in the Amount of \$310,839 from the State of California's Department of Community Services and Development (CSD) to Provide Utility Assistance and Weatherization Services for Community Action Partnership (CAP) Clients throughout Riverside County; All Districts. [\$10,650,021 - 100% State of California Department of Community Services and Development Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Receive and file the Low Income Home Energy Assistance Program (LIHEAP) Standard Agreement No. 26B-4027 for a total award amount of \$10,339,182 with a period of performance from November 01, 2025 through June 30, 2027 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 LIHEAP funds for Utility Assistance and Weatherization Services on behalf of the County of Riverside;

Continued on Page 2

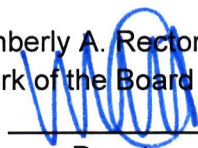
ACTION:Policy


Heidi Marshall, Director 6/9/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, and Gutierrez
Nays: None
Absent: Washington and Perez
Date: July 14, 2026
xc: HWS/CAP

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Receive and file the Supplemental Low Income Home Energy Assistance Program (SLIHEAP) Standard Agreement No. 26Q-3576 for a total award amount of \$310,839 with a period of performance from November 01, 2025 through June 30, 2027 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 LIHEAP funds for Utility Assistance and Weatherization Services on behalf of the County of Riverside;
3. Authorize the Director of HWS, or designee, to execute agreements with contractors listed in Attachment C – Request for Qualification (RFQu) #CAARC-0069 LIHEAP Approved Contractors, to conduct weatherization services and ratify the period of performance date from November 1, 2025 through June 30, 2027, with the option to renew annually up to four (4) additional years by written amendments, based on LIHEAP/SLIHEAP funding availability and as approved as to form by County Counsel;
4. Direct the Purchasing Agent to issue Purchase Orders for goods and/or services that do not exceed the total LIHEAP/SLIHEAP grant amount of \$10,650,021; and
5. Authorize the Director of HWS, or designee, to take all necessary steps to implement the agreements, 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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$3,944,221	\$6,705,800	\$ 10,650,021	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment:	No
			For Fiscal Year:	25/26 & 26/27

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The State of California's Department of Community Services and Development (CSD) sponsors the Low-Income Home Energy Assistance Program (LIHEAP) grant program and Supplemental Low-Income Home Energy Assistance Program (SLHEAP). This program provides local agencies with the financial resources to hire contractors that will install,

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repair, or renovate the heating, cooling, insulation, and weatherization needs of dwellings belonging to low-income individuals, as well as assist with utility costs.

CSD has awarded the County of Riverside's Community Action Partnership (CAP) \$10,339,182 under LIHEAP and \$310,839 SLIHEAP to serve as the Project Sponsor for Riverside County. CAP has administered the LIHEAP/SLIHEAP programs for many years. As Project Sponsor, CAP plans, coordinates, and monitors weatherization services for eligible Riverside County residents. Such services include the repair or replacement of HVAC systems, insulation, weatherstripping, furnaces, heaters, and energy efficient lighting.

CAP also coordinates and approves utility assistance payments to County of Riverside residents from this fund. The approved utility assistance payments are made directly to the various utility companies by CSD; CAP does not have access to this portion of the grant funds.

The total 2026 LIHEAP and SLIHEAP award of \$10,650,021 shall be expended as follows:

Weatherization Services	\$2,711,410
Emergency Crisis Intervention (EHA-16), Assurance-16 (Outreach and Education), and Home Energy Assistance Program	\$2,624,507
Utility Assistance Services	\$5,314,104

Weatherization services funded through LIHEAP/SLIHEAP are braided with the CAP-administered Department of Energy Weatherization Assistance Program (DOE WAP) and DOE WAP Infrastructure Investment and Jobs Act (DOE IIJA) funds under the CAP Weatherization Program, utilizing vendors approved through RFQu #CAARC-0069.

The agreements between CSD and CAP are memorialized in the executed CSD Standard Agreement 2026 LIHEAP No. 26B-4027 and 2026 SLIHEAP Agreement No. 26Q-3576, attached hereto, which sets forth the terms for administration of the 2026 LIHEAP and SLIHEAP funds and has been approved as to form by County Counsel. Both contracts have been executed using digital signatures as agreed to by all parties and as defined in subdivision (i) of Section 1633.2 of the Civil Code and as approved by Board Policy A-8.

Impact on Residents and Businesses

There is no negative impact on residents and/or businesses. Low-income residents of Riverside County will have access to critical weatherization services through 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.

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Contract History and Price Reasonableness

The County issued Request for Qualifications (RFQu) #CAARC-0069 County of Riverside Community Action Licensed General Contractors for Full-Service Weatherization Projects Under \$220,000. All proposals received for Weatherization Contractor Services were reviewed by an evaluation team. Each submittal met the required qualifications and complied with the minimum pricing standards. Proposed pricing from all contractors does not exceed the amounts established by CSD under applicable State and Federal regulations. No County General Fund dollars are required for these agreements.

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

Attachments

- Attachment A - 2026 LIHEAP Standard Agreement No. 26B-4027_AATF
- Attachment B - 2026 SLIHEAP Standard Agreement No. 26Q-3576_AATF
- Attachment C - 2026 LIHEAP RFQu CAARC-0069 LIHEAP Approved Contractors


Stacy Orton, Assistant Director of Purchasing

7/1/2026


Stacey Pena, EO Management Analyst

7/8/2026


Aaron Gettis, Chief Deputy County Counsel

7/8/2026

**CALIFORNIA DEPARTMENT OF
COMMUNITY SERVICES
AND DEVELOPMENT**

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

December 2, 2025

Dear Executive Director,

The purpose of this letter is to provide information regarding the attached 2026 Low Income Home Energy Assistance Program (LIHEAP) contract. On November 26, 2025, the Department of Community Services and Development (CSD) received the initial LIHEAP grant award from the United States Department of Health and Human Services (HHS) in the amount of \$170,087,650, representing 90 percent of the funding level for the 2026 LIHEAP grant year. With the issuance of the 2026 LIHEAP contract, CSD is releasing 75 percent of the amount of the state's 2025 LIHEAP grant award for local assistance – \$170,462,580 – to Local LIHEAP Service Providers (LSPs). CSD will issue amendment(s) to facilitate the release of any additional 2026 LIHEAP grant funds released by HHS.

Note that CSD will not process any claims for the 2026 LIHEAP contract reimbursement or issue any 2026 program year LIHEAP utility assistance benefits until the contract is fully executed. To avoid gaps in LIHEAP service delivery, LSPs are encouraged to continue assistance delivery under the 2025 LIHEAP contract until the 2026 LIHEAP contract is fully executed. LSPs are further encouraged to contact their field representative if they need assistance moving funds within the components of the 2025 LIHEAP contract.

CSD received several comments on the 2026 LIHEAP draft contract (see “2026 LIHEAP Contract Comments & CSD Responses” on the Local Agencies Portal), and in response to these comments, modified the 2026 LIHEAP contract to:

- Update the Eligibility Guide to expand eligibility for mobile homes that have existed in the same park for a reasonable length of time but are still technically mobile, provided the dwelling is located in a recognized mobile home park or recreational vehicle/trailer park where the unit is on a metered utility system, and the occupant holds a lease or other formal agreement for the space.
- Add the Combined Outcome Reporting Engine (CORE) Application Processing Policy to the contract under Section 14.2 for ease in locating.
- Modify Section 1.5.1.7 to include a reference to the CSD Program Notice alongside the CSD Program Advisory as a vehicle for contract amendment or policy guidance.
- Delete Section 8.2.2.2 to remove the requirement that Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.
- Adjust links and references as appropriate and applicable to this contract.

Recipient Name
December X, 2025
Page 2

CSD looks forward to working in partnership with you to strengthen our capacity to effectively administer programs that improve the economic security of those we serve, and ultimately the lives of all Californians.

Sincerely,

Jason Wimbley

JASON WIMBLEY
Director

2026 LIHEAP Contract Checklist

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.
- ☐ Federal Funding Accountability and Transparency Act (FFATA) Form.
- ☐ Certification Regarding 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):

- ☐ LIHEAP Production Plan (CSD 622).
- ☐ CSD 188 Agency Staff and Board Roster form (located under forms tab on the Local Agencies Portal). N/A - if a general Board Roster was submitted and no changes have occurred.
- ☐ CSD 251 Public Website Update (located under forms tab on the Local Agencies Portal).
- ☐ CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV.
- ☐ Completed the 2026 Agency Local Plan and made all updates as requested by the Field Monitor.

Please return completed contract packets within 30 days (45 days for public agencies) through the DocuSign link that will be sent by CSD:

All forms are located on the Local Agencies Portal at <https://agencies.csd.ca.gov>.



ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2026 LIHEAP Contract
Facesheet

County/Service Territory

County/Service Territory	Contract Number	Direct Services							Utility Assistance	Total Contract Allocation
		Weatherization			Administration/Assurance 16/ECIP/HEAP					
		Initial WX Program	Delayed WX Program	WX Program Subtotal	Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ECIP/HEAP Subtotal		
1 Alameda County - Spectrum Community Services, Inc.	26B-4001	666,395	450,010	1,116,405	225,005	225,005	1,183,897	1,633,907	1,506,777	4,257,089
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA										
Amador County		45,759	30,900	76,659	15,450	15,450	70,208	101,108	114,550	292,317
Calaveras County		83,774	56,572	140,346	28,286	28,286	158,977	215,549	179,272	535,167
Tuolumne County		130,102	87,857	217,959	43,928	43,928	231,136	318,992	294,174	831,125
Service Territory Total	26B-4002	259,635	175,329	434,964	87,664	87,664	460,321	635,649	587,996	1,658,609
3 Butte County - CAA of Butte County, Inc.	26B-4003	375,262	253,410	628,672	126,705	126,705	984,866	1,238,276	530,312	2,397,260
4 Colusa Service Territory - Glenn County Community Action Department										
Colusa County		32,875	22,200	55,075	11,100	11,100	42,477	64,677	90,264	210,016
Glenn County		49,502	33,428	82,930	16,714	16,714	69,955	103,383	129,915	316,228
Trinity County		41,028	27,706	68,734	13,853	13,853	132,524	160,230	33,131	262,095
Service Territory Total	26B-4004	123,405	83,334	206,739	41,667	41,667	244,956	328,290	253,310	788,339
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	26B-4005	623,081	420,760	1,043,841	210,380	210,380	503,158	923,918	2,012,632	3,980,391
6 Del Norte County - Del Norte Senior Center, Inc.	26B-4006	114,480	77,307	191,787	38,654	38,654	258,849	336,157	203,382	731,326
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency										
Alpine County		5,768	3,895	9,663	1,947	1,947	13,740	17,634	9,548	36,845
El Dorado County		303,697	205,083	508,780	102,542	102,542	723,470	928,554	502,751	1,940,085
Service Territory Total	26B-4007	309,465	208,978	518,443	104,489	104,489	737,210	946,188	512,299	1,976,930
8 Fresno County - Fresno County Economic Opportunities Commission	26B-4008	1,523,325	1,028,685	2,552,010	514,343	514,343	922,599	1,951,285	5,228,060	9,731,355
9 Humboldt Service Territory - Redwood CAA										
Humboldt County		279,144	188,503	467,647	94,252	94,252	473,377	661,881	653,711	1,783,239
Modoc Co. (WEATHERIZATION/ASSURANCE 16)		70,442	47,569	118,011	7,249	11,892	0	19,141	0	137,152
Service Territory Total	26B-4009	349,586	236,072	585,658	101,501	106,144	473,377	681,022	653,711	1,920,391
10 Imperial Service Territory - Campesinos Unidos, Inc.										
Imperial County		164,019	110,760	274,779	55,380	55,380	172,186	282,946	490,066	1,047,791
San Diego County - Area A		862,444	582,400	1,444,844	291,200	291,200	731,273	1,313,673	2,750,981	5,509,498
Service Territory Total	26B-4010	1,026,463	693,160	1,719,623	346,580	346,580	903,459	1,596,619	3,241,047	6,557,289
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.										
Inyo County		40,156	27,117	67,273	13,558	13,558	118,358	145,474	43,776	256,523
Mono County		58,060	39,207	97,267	19,604	19,604	206,294	245,502	28,131	370,900
Service Territory Total	26B-4011	98,216	66,324	164,540	33,162	33,162	324,652	390,976	71,907	627,423
12 Kern County - Community Action Partnership of Kern	26B-4012	1,302,382	879,485	2,181,867	439,743	439,743	1,209,471	2,088,957	4,049,100	8,319,924
13 Kings County - Kings Community Action Organization, Inc.	26B-4013	199,510	134,727	334,237	67,364	67,364	289,999	424,727	515,555	1,274,519
14 Lake Service Territory - North Coast Energy Services, Inc.										
Lake County		178,647	120,638	299,285	60,319	60,319	353,444	474,082	367,871	1,141,238
Mendocino County		191,920	129,601	321,521	64,801	64,801	278,966	408,568	495,939	1,226,028
Napa County		85,626	57,822	143,448	28,911	28,911	127,919	185,741	217,807	546,996
Solano County		234,975	158,676	393,651	79,338	79,338	142,313	300,989	806,437	1,501,077
Sonoma County		319,133	215,507	534,640	107,754	107,754	502,535	718,043	786,016	2,038,699
Yolo County		176,665	119,300	295,965	59,650	59,650	228,260	347,560	485,054	1,128,579
Service Territory Total	26B-4014	1,186,966	801,544	1,988,510	400,773	400,773	1,633,437	2,434,983	3,159,124	7,582,617
15 Lassen County - Lassen Economic Development Corporation	26B-4015	112,400	75,902	188,302	37,951	37,951	372,141	448,043	81,690	718,035
Los Angeles County										
16 Area A - Maravilla Foundation	26B-4016	2,121,669	1,432,742	3,554,411	716,370	716,370	3,169,626	4,602,366	5,396,930	13,553,707
17 Area B - Pacific Asian Consortium in Employment	26B-4017	1,441,759	973,605	2,415,364	486,803	486,803	1,164,266	2,137,872	4,657,062	9,210,298
18 Area C - Long Beach Community Action Partnership	26B-4018	1,341,988	906,231	2,248,219	453,115	453,115	866,958	1,773,188	4,551,528	8,572,935
19 Madera County - Community Action Partnership of Madera County, Inc.	26B-4019	245,638	165,877	411,515	82,939	82,939	208,279	374,157	783,524	1,569,196
20 Marin County - Community Action Marin	26B-4020	127,069	85,809	212,878	42,904	42,904	123,135	208,943	389,928	811,749
21 Mariposa County - County of Mariposa Health & Human Services Agency	26B-4021	74,355	50,211	124,566	25,106	25,106	180,133	230,345	120,089	475,000

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2026 LIHEAP Contract
Facesheet

County/Service Territory	Contract Number	Direct Services							Utility Assistance	Total Contract Allocation
		Weatherization			Administration/Assurance 16/ECIP/HEAP					
		Initial WX Program	Delayed WX Program	WX Program Subtotal	Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ECIP/HEAP Subtotal		
22 Merced County - Merced County CAA	26B-4022	386,481	260,987	647,468	130,493	130,493	327,701	588,687	1,232,779	2,468,934
23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	26B-4023	0	0	0	16,535	11,892	159,276	187,703	125,145	312,848
24 Orange County - Community Action Partnership of Orange County	26B-4024	957,523	646,605	1,604,128	323,303	323,303	1,391,812	2,038,418	2,474,333	6,116,879
25 Placer Service Territory - Project GO, Inc.										
Nevada County		246,067	166,166	412,233	83,083	83,083	645,796	811,962	347,736	1,571,931
Placer County		266,339	179,856	446,195	89,928	89,928	419,400	599,256	655,984	1,701,435
Service Territory Total	26B-4025	512,406	346,022	858,428	173,011	173,011	1,065,196	1,411,218	1,003,720	3,273,366
26 Plumas Service Territory - Plumas Co. Community Development Commission										
Plumas County		77,623	52,418	130,041	26,209	26,209	253,866	306,284	59,549	495,874
Sierra County		10,688	7,218	17,906	3,609	3,609	33,661	40,879	9,494	68,279
Service Territory Total	26B-4026	88,311	59,636	147,947	29,818	29,818	287,527	347,163	69,043	564,153
27 Riverside County - Community Action Partnership of Riverside County	26B-4027	1,618,472	1,092,938	2,711,410	546,469	546,469	1,437,663	2,530,601	5,097,171	10,339,182
28 Sacramento Service Territory - Community Resource Project, Inc.										
Sacramento County		1,241,504	838,375	2,079,879	419,187	419,187	1,754,469	2,592,843	3,258,299	7,931,021
Sutter County		117,333	79,234	196,567	39,617	39,617	165,813	245,047	307,938	749,552
Yuba County		119,575	80,748	200,323	40,374	40,374	197,949	278,697	284,853	763,873
Service Territory Total	26B-4028	1,478,412	998,357	2,476,769	499,178	499,178	2,118,231	3,116,587	3,851,090	9,444,446
29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	26B-4029	0	0	0	19,023	19,023	54,718	92,764	267,152	359,916
30 San Bernardino County - Community Action Partnership of San Bernardino Co.	26B-4030	1,896,568	1,280,733	3,177,301	640,366	640,366	2,373,884	3,654,616	5,283,806	12,115,723
31 San Diego County - Area B - Metropolitan Area Advisory Committee	26B-4031	506,752	342,204	848,956	171,102	171,102	1,002,583	1,344,787	1,043,505	3,237,248
32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	26B-4032	761,909	514,509	1,276,418	257,254	257,254	461,449	975,957	2,614,876	4,867,251
33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	26B-4033	173,156	116,930	290,086	58,465	58,465	342,580	459,510	356,563	1,106,159
34 Santa Barbara Co. - Community Action Commission of Santa Barbara County	26B-4034	265,608	179,362	444,970	89,681	89,681	750,704	930,066	321,730	1,696,766
35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	26B-4035	0	0	0	155,529	155,529	526,311	837,369	2,105,246	2,942,615
36 Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
Monterey County		323,993	218,789	542,782	109,395	109,395	274,716	493,506	1,033,457	2,069,745
San Francisco County		352,223	237,853	590,076	118,926	118,926	227,545	465,397	1,194,612	2,250,085
San Mateo County		290,538	196,197	486,735	98,099	98,099	222,888	419,086	950,205	1,856,026
Santa Cruz County		190,931	128,934	319,865	64,467	64,467	161,892	290,826	609,022	1,219,713
San Benito County (WEATHERIZATION/ASSURANCE 16/EHCS)		82,182	55,497	137,679	8,725	8,725	9,955	27,405	0	165,084
Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)		671,911	453,734	1,125,645	71,338	71,338	81,388	224,064	0	1,349,709
Service Territory Total	26B-4036	1,911,778	1,291,004	3,202,782	470,950	470,950	978,384	1,920,284	3,787,296	8,910,362
37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
Shasta County		317,322	214,284	531,606	107,142	107,142	679,057	893,341	602,182	2,027,129
Tehama County		146,271	98,775	245,046	49,388	49,388	313,014	411,790	277,578	934,414
Service Territory Total	26B-4037	463,593	313,059	776,652	156,530	156,530	992,071	1,305,131	879,760	2,961,543
38 Siskiyou County - Great Northern Services	26B-4038	193,915	130,949	324,864	65,474	65,474	414,970	545,918	367,992	1,238,774
39 Stanislaus County - Central Valley Opportunity Center, Incorporated	26B-4039	652,965	440,941	1,093,906	220,470	220,470	474,561	915,501	2,161,888	4,171,295
40 Tulare County - Community Services & Employment Training, Inc.	26B-4040	811,652	548,100	1,359,752	274,050	274,050	983,152	1,531,252	2,294,022	5,185,026
41 Ventura County - Community Action of Ventura County, Inc.	26B-4041	322,590	217,842	540,432	108,921	108,921	377,727	595,569	924,781	2,060,782
42 Association of California Community and Energy Services (ACCES)	26B-4042	0	0	0	0	0	374,930	374,930	0	374,930
TOTALS		26,625,140	17,979,680	44,604,820	8,989,840	8,989,840	33,110,219	51,089,899	74,767,861	170,462,580

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2026 LIHEAP Contract
Facesheet

County/Service Territory
1 Alameda County - Spectrum Community Services, Inc.
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA
Amador County
Calaveras County
Tuolumne County
Service Territory Total
3 Butte County - CAA of Butte County, Inc.
4 Colusa Service Territory - Glenn County Community Action Department
Colusa County
Glenn County
Trinity County
Service Territory Total
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB
6 Del Norte County - Del Norte Senior Center, Inc.
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency
Alpine County
El Dorado County
Service Territory Total
8 Fresno County - Fresno County Economic Opportunities Commission
9 Humboldt Service Territory - Redwood CAA
Humboldt County
Modoc Co. (WEATHERIZATION/ASSURANCE 16)
Service Territory Total
10 Imperial Service Territory - Campesinos Unidos, Inc.
Imperial County
San Diego County - Area A
Service Territory Total
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.
Inyo County
Mono County
Service Territory Total
12 Kern County - Community Action Partnership of Kern
13 Kings County - Kings Community Action Organization, Inc.
14 Lake Service Territory - North Coast Energy Services, Inc.
Lake County
Mendocino County
Napa County
Solano County
Sonoma County
Yolo County
Service Territory Total
15 Lassen County - Lassen Economic Development Corporation
Los Angeles County
16 Area A - Maravilla Foundation
17 Area B - Pacific Asian Consortium in Employment
18 Area C - Long Beach Community Action Partnership
19 Madera County - Community Action Partnership of Madera County, Inc.
20 Marin County - Community Action Marin
21 Mariposa County - County of Mariposa Health & Human Services Agency

Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%
53,312	33,320	33,320
3,661	2,288	2,288
6,702	4,189	4,189
10,408	6,505	6,505
20,771	12,982	12,982
30,021	18,763	18,763
2,630	1,644	1,644
3,960	2,475	2,475
3,282	2,051	2,051
9,872	6,170	6,170
49,846	31,154	31,154
9,158	5,724	5,724
461	288	288
24,296	15,185	15,185
24,757	15,473	15,473
121,866	76,166	76,166
22,332	13,957	13,957
5,635	3,522	3,522
27,967	17,479	17,479
13,122	8,201	8,201
68,996	43,122	43,122
82,118	51,323	51,323
3,212	2,008	2,008
4,645	2,903	2,903
7,857	4,911	4,911
104,191	65,119	65,119
15,961	9,976	9,976
14,292	8,932	8,932
15,354	9,596	9,596
6,850	4,281	4,281
18,798	11,749	11,749
25,531	15,957	15,957
14,133	8,833	8,833
94,958	59,348	59,348
8,992	5,620	5,620
169,734	106,083	106,083
115,341	72,088	72,088
107,359	67,099	67,099
19,651	12,282	12,282
10,166	6,353	6,353
5,948	3,718	3,718

Approved Waiver		
Total WX Intake 8%	Total WX Outreach 5%	Total WX Training 5%
89,312	55,820	55,820
6,133	3,833	3,833
11,228	7,017	7,017
17,437	10,898	10,898
34,798	21,748	21,748
50,294	31,434	31,434
4,406	2,754	2,754
6,634	4,147	4,147
5,499	3,437	3,437
16,539	10,338	10,338
83,507	52,192	52,192
15,343	9,589	9,589
773	483	483
40,702	25,439	25,439
41,475	25,922	25,922
204,161	127,601	127,601
37,412	23,382	23,382
9,441	5,901	5,901
46,853	29,283	29,283
21,982	13,739	13,739
115,588	72,242	72,242
137,570	85,981	85,981
5,382	3,364	3,364
7,781	4,863	4,863
13,163	8,227	8,227
174,549	109,093	109,093
26,739	16,712	16,712
23,943	14,964	14,964
25,722	16,076	16,076
11,476	7,172	7,172
31,492	19,683	19,683
42,771	26,732	26,732
23,677	14,798	14,798
159,081	99,425	99,425
15,064	9,415	9,415
284,353	177,721	177,721
193,229	120,768	120,768
179,858	112,411	112,411
32,921	20,576	20,576
17,030	10,644	10,644
9,965	6,228	6,228

ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
215,254	134,534	53,813
14,781	9,238	3,695
27,060	16,912	6,765
42,025	26,266	10,506
83,866	52,416	20,966
121,214	75,759	30,304
10,619	6,637	2,655
15,990	9,994	3,997
13,252	8,283	3,313
39,861	24,914	9,965
201,263	125,790	50,316
36,978	23,112	9,245
1,863	1,164	466
98,098	61,311	24,524
99,961	62,475	24,990
492,053	307,533	123,013
90,167	56,354	22,542
0	0	0
90,167	56,354	22,542
52,980	33,113	13,245
278,580	174,113	69,645
331,560	207,226	82,890
12,971	8,107	3,243
18,754	11,721	4,689
31,725	19,828	7,932
420,686	262,929	105,171
64,444	40,278	16,111
57,705	36,066	14,426
61,992	38,745	15,498
27,658	17,286	6,915
75,900	47,438	18,975
103,084	64,428	25,771
57,065	35,666	14,266
383,404	239,629	95,851
36,306	22,692	9,077
685,324	428,328	171,331
465,706	291,066	116,427
433,479	270,924	108,370
79,344	49,590	19,836
41,045	25,653	10,261
24,018	15,011	6,004

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2026 LIHEAP Contract
Facesheet

County/Service Territory	Initial WX			Approved Waiver			ECIP/HEAP		
	Intake 8%	Outreach 5%	Training 5%	Total WX Intake 8%	Total WX Outreach 5%	Total WX Training 5%	Intake 8%	Outreach 5%	Training 2%
22 Merced County - Merced County CAA	30,918	19,324	19,324	51,797	32,373	32,373	124,838	78,024	31,210
23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	22,754	14,221	5,688
24 Orange County - Community Action Partnership of Orange County	76,602	47,876	47,876	128,330	80,206	80,206	309,292	193,307	77,323
25 Placer Service Territory - Project GO, Inc.									
Nevada County	19,685	12,303	12,303	32,979	20,612	20,612	79,483	49,677	19,871
Placer County	21,307	13,317	13,317	35,696	22,310	22,310	86,031	53,769	21,508
Service Territory Total	40,992	25,620	25,620	68,675	42,922	42,922	165,514	103,446	41,379
26 Plumas Service Territory - Plumas Co. Community Development Commission									
Plumas County	6,210	3,881	3,881	10,403	6,502	6,502	25,073	15,671	6,268
Sierra County	855	534	534	1,432	895	895	3,452	2,158	863
Service Territory Total	7,065	4,415	4,415	11,835	7,397	7,397	28,525	17,829	7,131
27 Riverside County - Community Action Partnership of Riverside County	129,478	80,924	80,924	216,913	135,571	135,571	522,787	326,742	130,697
28 Sacramento Service Territory - Community Resource Project, Inc.									
Sacramento County	99,320	62,075	62,075	166,390	103,994	103,994	401,021	250,638	100,255
Sutter County	9,387	5,867	5,867	15,725	9,828	9,828	37,900	23,688	9,475
Yuba County	9,566	5,979	5,979	16,026	10,016	10,016	38,624	24,140	9,656
Service Territory Total	118,273	73,921	73,921	198,141	123,838	123,838	477,545	298,466	119,386
29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	0	0	0	0	0	0	25,750	16,094	6,437
30 San Bernardino County - Community Action Partnership of San Bernardino Co.	151,725	94,828	94,828	254,184	158,865	158,865	612,615	382,885	153,154
31 San Diego County - Area B - Metropolitan Area Advisory Committee	40,540	25,338	25,338	67,916	42,448	42,448	163,687	102,304	40,922
32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	60,953	38,095	38,095	102,113	63,821	63,821	246,106	153,816	61,527
33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	13,852	8,658	8,658	23,207	14,504	14,504	55,931	34,957	13,983
34 Santa Barbara Co. - Community Action Commission of Santa Barbara County	21,249	13,280	13,280	35,598	22,249	22,249	85,795	53,622	21,449
35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	0	0	0	0	0	0	210,525	131,578	52,631
36 Santa Cruz Service Territory - Central Coast Energy Services, Inc.									
Monterey County	25,919	16,200	16,200	43,423	27,139	27,139	104,654	65,409	26,163
San Francisco County	28,178	17,611	17,611	47,206	29,504	29,504	113,773	71,108	28,443
San Mateo County	23,243	14,527	14,527	38,939	24,337	24,337	93,847	58,655	23,462
Santa Cruz County	15,274	9,547	9,547	25,589	15,993	15,993	61,673	38,546	15,418
San Benito County (WEATHERIZATION/ASSURANCE 16/EHCS)	6,575	4,109	4,109	11,014	6,884	6,884	796	498	199
Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)	53,753	33,596	33,596	90,052	56,282	56,282	6,511	4,069	1,628
Service Territory Total	152,942	95,590	95,590	256,223	160,139	160,139	381,254	238,285	95,313
37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.									
Shasta County	25,386	15,866	15,866	42,528	26,580	26,580	102,499	64,062	25,625
Tehama County	11,702	7,314	7,314	19,604	12,252	12,252	47,247	29,530	11,812
Service Territory Total	37,088	23,180	23,180	62,132	38,832	38,832	149,746	93,592	37,437
38 Siskiyou County - Great Northern Services	15,513	9,696	9,696	25,989	16,243	16,243	62,637	39,148	15,659
39 Stanislaus County - Central Valley Opportunity Center, Incorporated	52,237	32,648	32,648	87,512	54,695	54,695	210,916	131,822	52,729
40 Tulare County - Community Services & Employment Training, Inc.	64,932	40,583	40,583	108,780	67,988	67,988	262,174	163,859	65,543
41 Ventura County - Community Action of Ventura County, Inc.	25,807	16,130	16,130	43,235	27,022	27,022	104,201	65,125	26,050
42 Association of California Community and Energy Services (ACCES)									
TOTALS	2,130,012	1,331,257	1,331,257	3,568,384	2,230,241	2,230,241	8,600,250	5,375,163	2,150,063

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 26B-4027	PURCHASING AUTHORITY NUMBER (If Applicable) DCSD-4700

1. 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

2. The term of this Agreement is:

START DATE

11/1/2025

THROUGH END DATE

6/30/2027

3. The maximum amount of this Agreement is:

\$10,339,182.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which 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 Requirements
- 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 02/2025
- Article 13 – Definitions
- Article 14 – Forms and Documents Incorporated by Reference

These documents can be accessed at <https://providers.csd.ca.gov/>.

DS
EP

Initial
PS

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

Community Action Partnership of Riverside County

CONTRACTOR BUSINESS ADDRESS

1325 Spruce Street Suite 400

CITY

RIVERSIDE

STATE

CA

ZIP

92507

PRINTED NAME OF PERSON SIGNING

Heidi Marshall

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

12/15/2025

Heidi Marshall

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26B-4027

PURCHASING AUTHORITY NUMBER (If Applicable)

DCSD-4700

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

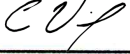
Chris Vail

TITLE

Chief Financial Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Signed by:



DATE SIGNED

12/15/2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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





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

PROGRAM: Low-Income Home Energy Assistance (LIHEAP)

PERIOD: November 1, 2025 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

Community Action Partnership of Riverside

County

Agency/Organization

DocuSigned by:

Heidi Marshall

204F3506E02E403...

Signature

12/15/2025

Date

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

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of Last report _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
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: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16 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: _____	
Federal Use Only:		Authorized for Local Reproductions Standard Form – LLL

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)	☐ CSBG ☒ LIHEAP ☐ DOE WAP ☐ OTHER _____	
Contract Number	26B-4027	
Performance Period(s) (mm/dd/yy - mm/dd/yy)	11/1/2025-06/30/2027	
Agency Unique Entity ID (SAM.gov) NEW	E4E9EB8KFC15	
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	Emma Perez-Singh
	Title:	Acting Director
	E-Mail:	emmasingh@rivco.org
	Phone:	951-955-4900
Location of Agency	Mailing Address:	2038 Iowa Ave Suite # B-102
	State:	CA
	Zip + 4 Digits (+4 digit is required)	92507
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	

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 (+4 digit is required)	
	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? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed \$25 million? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? ☐ Yes ☐ No ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	
	(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.)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

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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

Unique Entity ID (UEI Number)	
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.	https://sam.gov/content/home https://gsa.gov/entityid
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

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SUBVENTION CONTRACT

PREAMBLE

This subvention contract, for the implementation of the Low Income Home Energy Assistance Program (LIHEAP) in program year 2026 (“Contract”), 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”) and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

- 1.1.1 Contractor shall provide services under the weatherization (WX) program, Home Energy Assistance Program (HEAP), and Energy Crisis Intervention Program (ECIP) to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2026.
- 1.1.2 The LIHEAP Assistance Listing Number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

- 1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2026 LIHEAP Contractor Numbers and Service Areas listing may be accessed at CSD’s Local Agencies Portal (CSD LAP) under the Supporting Documents section at <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 CSD LAP to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

- 1.3.1 The term of this Contract shall be the period represented on Standard Agreement STD. 213.
- 1.3.2 The contract amount as represented on Standard Agreement STD. 213 consists of

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Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

- 1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported, and accounted for in accordance with the provisions of this Contract.

1.4 Program Authorities – Requirements, Standards and Guidance

- 1.4.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.4.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 United States Code (USC) § 8621 et seq.), and the Low Income Home Energy Assistance Program regulations (45 Code of Federal Regulations (CFR) Part 96, Subpart H);

1.4.1.2 The California Government Code (Cal. Gov. Code) § 16367.5 et seq., as amended, and Low Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) § 100800 et seq.);

1.4.1.3 The Single Audit Act (31 USC § 7501 et seq.); and

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located under 2 CFR Part 200 and 2 CFR Part 300.

1.5 Conflict of Laws

Contractor shall comply with all applicable laws, regulations, requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, 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 Contract directly conflict with any State or federal law or regulation, the federal law or regulation shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

- 1.5.1 CSD shall provide Contractor with specific program guidance, which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, provided:

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- 1.5.1.1 That such guidance shall be issued by CSD in writing in the form of “CSD Program Notice (CPN)” or “CSD Program Advisory (CPA)” posted on the CSD Local Agencies Portal (LAP);
- 1.5.1.2 Such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
- 1.5.1.3 Such guidance shall be reasonably necessary to realize the purposes of LIHEAP;
- 1.5.1.4 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 Contract;
- 1.5.1.5 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;
- 1.5.1.6 That the parties’ failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.4 and 1.5.3.5, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and
- 1.5.1.7 That upon CSD’s good faith determination a sufficient and necessary amendment or policy guidance (issued via CPN or CPA) cannot be implemented in accordance with this section, the Contractor shall be notified in writing and the 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.
- 1.5.2 The federal and state laws, regulations, and other authorities referenced in this Section are hereby incorporated by reference into this Contract.
- 1.5.3 Contract Elements Integral to Contract and Enforceability Conditions
 - 1.5.3.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:
 - 1.5.3.1.1 Federal Funding Accountability and Transparency Act

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Report (CSD 279);

- 1.5.3.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;
- 1.5.3.1.3 Contractor Certification Clauses (CCC-04/2017);
- 1.5.3.1.4 Current Insurance or Self-Insurance Authority Certification;
- 1.5.3.1.5 Board Resolution authorizing execution of this Contract;
- 1.5.3.1.6 Agency Local Plan (referenced in Article 7.1);
- 1.5.3.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and
- 1.5.3.1.8 Agency Staff and Board Roster (CSD 188).

1.5.3.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. At its discretion, CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.3.1. All documents submitted pursuant to Section 1.5.3.1 shall become part of this Contract.

1.6 Duplication of Services

Dwellings that have received Low-Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

- 1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;
- 1.6.2 Reweatherization in accordance with LIHEAP requirements;
- 1.6.3 Call-backs in accordance with LIHEAP requirements; or
- 1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

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ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE

2.1 Contractor's Option of Termination

- 2.1.1 Notwithstanding the provisions of Section 1.5.1, Contractor may elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.1, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, provided:
 - 2.1.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested;
 - 2.1.1.2 The notice of termination shall be effective 30 calendar days after receipt by CSD; and
 - 2.1.1.3 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.
- 2.1.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to Contract termination. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- 2.1.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.
- 2.1.4 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.

2.2 Budget Contingencies

- 2.2.1 Federal Budget Contingency
 - 2.2.1.1 Because of uncertainty in the federal budget process, this Contract 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 Contract are expressly contingent on adequate funding being made available to CSD by the United States government.
 - 2.2.1.2 If federal funding for any fiscal year is reduced to such degree that CSD

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reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract 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 and final settlement.

2.2.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract 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 Contract without force and effect.

2.2.1.4 Subject to the provisions of subsection 2.2.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.2.2 State Budget Contingency

2.2.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon CSD's written notice to Contractor that no funds are available for contract implementation, the Contract shall be terminated, CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract, and Contractor shall not be obligated for performance.

2.2.2.2 If program funding for any fiscal year 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 Contract upon written notice to Contractor or, in the alternative, to offer and negotiate 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 and final settlement.

2.3 Miscellaneous Provisions

2.3.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations

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under this Contract 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 CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

- 2.3.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.
- 2.3.3 Severability. If any provision of this Contract 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 Contract will not be in any way impaired and shall remain in full force and effect.
- 2.3.4 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:
 - 2.3.4.1 To Contractor's address of record; and
 - 2.3.4.2 To CSD at:
Department of Community Services and Development
Energy Field Operations
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

SUBVENTION CONTRACT

ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 – CONTRACT CHANGES

3.1 Amendment

- 3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.
- 3.1.2 Contractor shall notify CSD in writing when any proposed amendment or guidance will significantly impact Contractor's Program Budget and/or Operations or ability to fulfill its obligations under this Contract. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

3.2 Minor Modifications

- 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 Contract.
- 3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.
- 3.2.3 To request a minor modification, Contractor shall submit a Request for Amendment/Modification Energy ([CSD 509](#)), with justification supporting the fund transfer or change request. Contractor may submit the CSD 509 to the designated CSD Field Rep via email.
- 3.2.4 Contractor may propose minor modifications for CSD approval, including the following:
 - 3.2.4.1 Transferring funds to increase or decrease the Utility Assistance total allocation;
 - 3.2.4.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);
 - 3.2.4.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3;
 - 3.2.4.4 Changes to the Agency Local Plan; or
 - 3.2.4.5 Changes to Fund Transfer Requirements in Article 5.1, Section 5.1.2.

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ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, 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 members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to 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 Contract. Contractor has the option of demonstrating such authority by the signature of a Board Chair, affixed to the signature page of this Contract, 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 Contract 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 Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract 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 Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

4.2 Internal Controls Requirements

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 Contract 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

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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 Contractor shall maintain all records pertaining to this Contract 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.
- 4.3.2 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Cal. Civ. Code § 1798 et seq.).
- 4.3.3 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.
- 4.3.4 Upon request, records must be made available to the public in accordance with 22 CCR § 100860.

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 Contract.
- 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 Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection 4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the

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requirements of this Contract.

- 4.4.1.3 In the event insurance coverage expires during the term of this Contract 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 Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD 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.
- 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 Contract.
- 4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.
- 4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.
- 4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD 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, CSD, 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 Contract.
- 4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract 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

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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 of the start of coverage.

4.4.3 Workers' Compensation Insurance

- 4.4.3.1 During the term of this Contract, 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, excluding Utility Services, as set forth under this Contract.
- 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 Contract 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

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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 Contract 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 Contract 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.

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 (Cal. 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 and Utility Assistance Report Tab located within CSD's LAP at <https://agencies.csd.ca.gov/home/Reporting/Pages/default.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 DTRs must only be

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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 personally identifying 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 destroy 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 §

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552a), Trade Secrets Act (18 USC § 1831 et. al.), 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 written consent of the owner.

4.5.4 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.

4.5.5 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 actions taken by system administrators.

4.5.6 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 Contract 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 Contract. 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 requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.475).

4.6.2 Contractor shall complete the [LIHEAP Out-of-State Travel Form \(CSD 536\)](#) and keep on file with back up documentation for compliance monitoring. LIHEAP Out-of-State travel is limited to two staff per event, unless otherwise indicated on

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the LIHEAP Out-of-State-Travel Form (CSD 536). Contractor must seek pre-approval, 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 rates 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 is 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.
- 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 LIHEAP and the implementation of this Contract 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 LIHEAP 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

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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 and Energy Heating and Cooling Services (EHCS). 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.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 Maintenance of written procurement procedures. Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Uniform Administrative Requirements and amendments thereto, and pursuant to [CPA-E-20-09](#). Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards or any subsequent amendments to these standards, and the applicable provisions in this Contract, 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.

4.8.1.2 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 offer or 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 offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

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- 4.8.1.4 CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD through the submission of a [Request for Pre Approval of Purchase/Lease \(CSD 558\)](#) to CSD at least 15 calendar days prior to executing transaction for each of the following procurement transactions:
- 4.8.1.4.1 Any articles, supplies, equipment, or services having a per-unit cost in excess of \$10,000; or
- 4.8.1.4.2 Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 4.8.1.5 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.
- 4.8.1.6 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

4.9 Use and Disposition of Vehicles and Equipment

- 4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards governing the acquisition of equipment with federal funds set forth in 2 CFR § 200.313 and 200.439. 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.
- 4.9.2 Contractor shall provide the information specified in [CPN-A-17-01](#), including any supporting documents, to CSD upon request.
- 4.9.3 Limitation on Use of Funds. Contractor shall assure that funds received under this Contract 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.

4.10 Subcontracts

- 4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this

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Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. 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.
- 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/SAM/pages/public/index.jsf>.
- 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 Contract are allowable and allocable. 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 Contract. Contractor shall ensure that any subcontracts under this Contract 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 under this contract.
- 4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of

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such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

- 4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, 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 Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.
- 4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract.

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 LIHEAP. 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 applicant or client 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 Contractor shall immediately notify their CSD Field Representative if the Contractor has reason to believe that the complainant will contact the media, a

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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 appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 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 in accordance with 22 CCR § 100805;
 - 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, assuming the appeal meets the requirements of 22 CCR § 100805(a). 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; and
 - 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 a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of any LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, including CSD. 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

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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 parties affiliated with Contractor, concerning the misuse of any LIHEAP funds.

- 4.13.2 Contractor shall provide Contractor's employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse associated with activities and funding covered by this Contract to the U.S. Department of Health and Human Services 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.

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FINANCIAL REQUIREMENTS

ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract and once CSD is in receipt of a sufficient federal award, CSD shall release at least 50% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Fund Transfer Requirements

Subject to CSD approval, Contractor may transfer funds between each of the LIHEAP components, e.g., Weatherization and Energy Crisis Intervention Program (ECIP) Emergency Heating and Cooling Services (EHCS).

5.1.2.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.2.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.3 Sufficient Funds for Crisis Services

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Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2026, and in accordance with the Agency Local Plan.

5.1.4 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

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

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

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

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

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

5.2.3 HEAP Payments - Electric and Gas

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

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payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

5.3.1.1 WCA Requirements include the following standards:

- 5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;
- 5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of Section 5.3.1, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;
- 5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to \$500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(11); and
- 5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly expense 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.

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5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in [CPN-E-19-001](#), which is available online at the [CSD LAP](#).

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

- 5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);
- 5.3.1.3.2 Limited to purchase of items in excess of \$10,000;
- 5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;
- 5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);
- 5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;
- 5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and
- 5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to \$500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD.

5.3.2 WCA and Major Purchase Advance Limits

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Pursuant to 22 CCR § 100840(a), the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

- 5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to [CPN-A-18-01](#), as income that is generated or earned as a result of LIHEAP activities.
- 5.4.2 Determining Net Program Income
 - 5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.
 - 5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.
- 5.4.3 Expenditure, Reporting, and Rollover of Program Income
 - 5.4.3.1 Contractor shall expend program income for allowable program purposes in accordance with the requirements for expenditure of regular LIHEAP funds.
 - 5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.
 - 5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).
 - 5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

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5.5 Wood, Propane and Oil Returned Payments

- 5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in [CPA-E-21-04](#), for services provided. Returned payments must not be entered into CSD's financial reporting system or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:
- 5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:
 - 5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or
 - 5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.
 - 5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.
 - 5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.
 - 5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.
- 5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.
- 5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.
- 5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.
- 5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

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5.6 Allowable Costs

5.6.1 Cost Reporting

- 5.6.1.1 All costs shall be reported using a “modified accrual” or “accrual” method of accounting.
- 5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.
- 5.6.1.3 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.

5.6.2 Administrative

5.6.2.1 General

- 5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.
- 5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
- 5.6.2.2 Contractor shall use Uniform Administrative Requirements as a guide for determining administrative costs.
- 5.6.2.3 Administrative Equipment More Than \$10,000—Acquisition Costs
 - 5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over \$10,000 per unit used for administrative purposes.
 - 5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than \$10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

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5.6.2.4 Administrative Out-of-State Travel

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

5.6.3 Program Costs

5.6.3.1 General

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

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

Intake Costs shall include actual costs associated with assisting clients with completion of intake forms and conducting eligibility determinations. Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation. Outreach shall include those actual costs associated with outreach activities, development of outreach materials and implementation of strategies to promote awareness to the availability of services funded by this Contract.

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5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost.

- 5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.
- 5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, client education, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.
- 5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services (ACCES) Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.
- 5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.
- 5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items

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incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

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

Minor Vehicle and Field Equipment costs under \$10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

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

CSD 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, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 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, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

5.6.3.7.2 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.

5.6.3.8 Liability Insurance

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

5.6.3.9 General Operating Costs

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

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed \$50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with CSD's updated or new financial reporting system, Enterprise Combined Outcome Reporting Engine (eCORE), and Combined Outcome Reporting Engine (CORE) ("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.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract 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 must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements.

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract 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.

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- 5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.
- 5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of \$50,000 may not be reimbursed by CSD.
- 5.6.3.10.7 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.
- 5.6.3.10.8 Upon approval by CSD, Contractor may procure from, Hancock™ or ServTraq®, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to, Hancock™ and ServTraq® System Users:
 - 5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, Contractor shall ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;
 - 5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and
 - 5.6.3.10.8.3 Systems and services procured by Contractor in order to obtain Hancock™ or ServTraq® system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements, and federal and state law. Contractor may, at Contractor's option, participate in a consortium

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of local service providers to procure jointly an automated reporting system from Hancock™ or ServTraq®, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this contract to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization 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, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling, and water heating repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the [CSD LAP](#).

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

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

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

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

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

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor’s Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas; or

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above; or

5.7.2.4 Contractor has additional contracts with CSD for the provision of LIHEAP, United States Department of Energy Weatherization Assistance Program (DOE WAP), or United States Department of Energy Infrastructure Investment and Jobs Act (IIJA) (Public Law (Pub. L.) 117-58) services in counties or service areas other than the county or service area to which this Contract applies.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

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- 5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).
- 5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.
- 5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.
- 5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:
 - 5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and
 - 5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.
- 5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant statute and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

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5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE or DOE IIJA funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

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

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures in accordance with the terms of this Contract.

5.8.3.3 Tank Repair

Contractor may claim reimbursement for the cost of tank repair separate from the HEAP WPO, ECIP WPO and Supplemental WPO payment as outlined in [CPA E-21-04](#) WPO Benefit Formula Implementation and subsequent CPA modifications.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for allowable Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

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

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when

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there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

- 5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.
- 5.8.4.5 For emergency ECIP EHCS or CAS Hazards associated with Weatherization provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating, cooling, or water heating unit repaired or replaced per household.
- 5.8.4.6 Measure Reimbursement
 - 5.8.4.6.1 Measure Maximums
 - 5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.
 - 5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.
 - 5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the

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maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization.

5.8.4.6.2.2.2 If the useful life term has expired for measures previously installed, or other measures meet feasibility criteria, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

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- 5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE or DOE IIJA funds are used concurrently in the same unit.
- 5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE or DOE IIJA weatherization 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.
- 5.8.4.6.3 Labor Reimbursement
 - 5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and 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.
 - 5.8.4.6.3.2 Contractor must substantiate all actual labor hours and labor costs charged.
 - 5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.
 - 5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.
 - 5.8.4.6.3.5 Labor expenses for weatherization service

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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 in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

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

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

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

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, 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.

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

5.8.4.6.4.4 Duct repairs and replacements can only be

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charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 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 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.

5.8.4.6.5.2 Wages – Program Management and Support

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

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, 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,

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and coordination of subcontracted services.

5.8.4.6.5.3 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 Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

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

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and Fuel

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

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance, and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

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

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Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' 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.

5.8.4.6.5.8 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 attributable 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.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are a scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor

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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 Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by households ineligible for weatherization assistance at the time such services were provided.

5.8.4.7.1.4 ECIP EHCS

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

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

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5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result 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.

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

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Managing Alternative Funding

Contractor may perform services and install energy efficiency and/or other 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, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless

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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 LIHEAP and the alternative funding source cannot exceed the installation cost and maximum reimbursement rate for the measure.

- 5.8.4.7.4.4 Individual measure leveraging is allowable involving the use of LIHEAP funds and an alternative funding source in accordance with TRM Appendix D Energy Audit/Priority List Protocol, Section 5.0., Managing Alternative Funding.

5.8.5 SWEATS

- 5.8.5.1 Reimbursement shall be in accordance with [CPN-E-20-01](#) SWEATS Policy.
- 5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with [CPN-E-20-02](#) PSPS Emergency Preparedness Pilot Policy and [CPN-E-02M3](#).

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ARTICLE 6 – REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

- 6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Enterprise Combined Outcome Reporting Engine (eCORE) on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

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

Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in CSD's financial reporting system. Expenditure Reporting should be done 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>.

- 6.1.1.1.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 expense report via CSD's financial reporting system. .
- 6.1.1.1.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization expense report via CSD's financial reporting system.
- 6.1.1.1.3 Contractor shall submit adjustments in accordance with [CPN-E-19-002](#).
- 6.1.1.1.4 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 Contractor shall ensure that the data reported in eCORE and the request for reimbursement reported into CSD's financial reporting system reconcile in accordance with [CPA-E-18-005](#).
- 6.1.1.3 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

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- 6.1.1.4 Contractor shall submit applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.
- 6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server 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.
- 6.1.1.6 Reporting System Requirements
 - 6.1.1.6.1 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 Contract such as but not limited to adjustments to the expense report layout, adding or deleting measures and adjusting eligibility guidelines.
 - 6.1.1.6.2 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 Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

- 6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

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- 6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);
- 6.1.2.3 The date (or dates) on which warranty and/or maintenance work was provided; and
- 6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words “SWH Warranty and Maintenance Reports” in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

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 offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor’s performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.
- 6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

- 6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.
 - 6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the

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maximum allowable amounts.

- 6.1.4.1.2 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.
- 6.1.4.2 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 90 calendar days after Contractor fully expends or the end of the Contract term.
- 6.1.4.3 The close-out report shall include the following:
 - 6.1.4.3.1 LIHEAP Close-out checklist and Certification of Documents Transmitted with authorized signature (CSD 733);
 - 6.1.4.3.2 LIHEAP Close-Out Reconciliation Report (CSD 733F);
 - 6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and
 - 6.1.4.3.4 LIHEAP Close-Out Equipment Inventory Schedule (CSD 733G).
- 6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with [CPN-A-18-01](#) Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.
- 6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

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PROGRAMMATIC REQUIREMENTS

ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES

7.1 LIHEAP Agency Local Plan

- 7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low Income Home Energy Assistance Program and reflective of the needs of the local low-income population.
- 7.1.2 Contractor shall ensure its LIHEAP Agency Local Plan documents reflect that its proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, or CSD may require Contractor to amend or supplement the responses or documentation prior to execution of this Contract by CSD.
- 7.1.3 CSD's approval of Contractor's LIHEAP Agency Local Plan documents does not constitute approval of any costs expended under this Contract. Contractor shall ensure all expenditures comply with federal and state requirements that the actual costs are allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

- 7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:
 - 7.2.1.1.1 CSD Technical Reference Manual (TRM);
 - 7.2.1.1.2 ECIP Policy and Procedures;
 - 7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;
 - 7.2.1.1.4 Current Eligibility and Verification Guide;

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7.2.1.1.5 Weatherization DTR;

7.2.1.1.6 Utility Assistance Data Transfer Business Rules: and

7.2.1.1.7 CSD Training Policies and Procedures Manual (TPPM).

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

7.2.2 Regulations

7.2.2.1 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.

7.2.2.2 Contractor shall ensure that all work performed complies with the 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, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall comply with 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-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall conform with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

7.2.2.5 All materials used must comply with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 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.

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- 7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. 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.
- 7.2.3.3 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.
- 7.2.3.4 Contractor shall ensure the HERS Rater is an independent entity from the Contractor or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and has no financial interest in the work performed.
- 7.2.4 Pre-1978 Dwellings
- 7.2.4.1 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.
- 7.2.4.2 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.
- 7.2.4.3 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.
- 7.2.4.4 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

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inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

- 7.2.4.5 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.

7.3 Prioritization of Services

- 7.3.1 Contractor shall conduct ECIP, HEAP, and Weatherization activities in accordance with the Agency Local Plan in Article 14.
- 7.3.2 Contractor shall design activities to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

7.4 Service Priority Guidelines

- 7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.
- 7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

- 7.4.3 Due to limited funding, contractors are discouraged from providing either:
 - 7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
 - 7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

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7.4.4 Equitable Treatment

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

7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

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

7.5.2 Intake

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

- 7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;
- 7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;
- 7.5.2.3 Accept applications for assistance during regular business hours;
- 7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;
- 7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;
- 7.5.2.6 Ensure that all sites where intake is conducted are accessible to the disabled;

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- 7.5.2.7 Utilize the [Energy Intake Form \(CSD 43\)](#), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP , and DOE or DOE IJA program; and
- 7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

- 7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.
- 7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.
- 7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.
- 7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.
- 7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

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7.6 Assurance 16 Activity Guidelines

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

7.6.1 Needs Assessment

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 14.

7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 14. As a minimum Contractor shall include the following:

- 7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;
- 7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and
- 7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

- 7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.
- 7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

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- 7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, “A Brief Guide to Mold, Moisture, and Your Home.”
- 7.6.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.
- 7.6.3.5 Contractor shall provide all clients with the EPA pamphlet, “A Citizen’s Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon.”
- 7.6.3.6 Contractor shall provide the California Department of Public Health fact sheet “About Asbestos in the Home and Workplace”.

7.6.4 Coordination

- 7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, DOE IJA, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.
- 7.6.4.2 Contractor shall provide assistance in coordinating the payment of client’s energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California’s low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission’s Low-Income Oversight Board Committee meetings.

7.7 Leveraging Activities

- 7.7.1 When ECIP EHCS services are provided, Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.
- 7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.
- 7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded

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activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE or DOE IIJA, leveraging shall comply with TRM requirements.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source 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 LIHEAP standards and practices.

7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, 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.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed [Account Holder Authorization and Consent Form \(CSD 081\)](#) 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.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include the following documentation, when applicable:

7.8.4.1 For Public Agencies only: [Statement of Citizenship or Non-Citizenship](#)

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Status for Public Benefits, (CSD 600), and supporting documents;

- 7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;
- 7.8.4.3 Multi-Family Property Intake (CSD 43 MFP) or approved Contractor's Equivalent;
- 7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;
- 7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;
- 7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;
- 7.8.4.7 Client denial or approval notification; and
- 7.8.4.8 Account Holder Authorization and Consent Form (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

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

- 7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and
- 7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Policy.
- 7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

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

- 7.8.6.1 CSD Dwelling Assessment which includes: [Dwelling Assessment \(CSD 540\)](#), [Weatherization Mold Assessment and Release Form \(CSD 540A\)](#), [Customer Assessment Summary \(CSD 540B\)](#), Mechanical Ventilation Calculation ASHRAE 62.2 (CSD 540C), [Mechanical Ventilation Assessment Form \(CSD 540D\)](#), and CSD Single-Family Refrigerator SIR Calculation Sheet & CSD Weatherization Program – Multi-Family Refrigerator SIR Calculation Sheet/Data Collection Sheet (CSD 540E) or approved Contractor’s equivalent;
- 7.8.6.2 Appliance Safety Inspection (CASIF) series which includes: [Combustion Appliance Safety Inspection Form \(CSD 700\)](#), [Combustion Appliance Safety Interim Form \(CSD 700B\)](#) or [Combustion Applicant Safety – Appliance R&R Form \(CSD 700C\)](#);
- 7.8.6.3 [Shell Leakage Data Sheet \(CSD 704\)](#);
- 7.8.6.4 [Duct Test Data Sheet \(CSD 706\)](#);
- 7.8.6.5 [CSD Deferral \(CSD 542\)](#) and other source documentation supporting deferrals and appeals;
- 7.8.6.6 [Notice of Weatherization/Renovation \(CSD 320\)](#) or approved Contractor’s equivalent;
- 7.8.6.7 [ECIP EHCS Assessment Form \(CSD 57\)](#);
- 7.8.6.8 [Record of Tenant Notification Procedures \(CSD 322\)](#) or approved Contractor’s equivalent;
- 7.8.6.9 [Energy Service Agreement for Occupant \(CSD 515A\)](#) or approved Contractor’s equivalent;
- 7.8.6.10 [Energy Service Agreement for Rental Property Owner \(CSD 515B\)](#) or Contractor’s equivalent;
- 7.8.6.11 [Agency Weatherization Inspection Report \(CSD 611\)](#);
- 7.8.6.12 [Multi-Unit Dwelling Eligibility Certification \(CSD 75P\)](#) or approved Contractor’s equivalent;
- 7.8.6.13 Client confirmation of work completed;

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- 7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;
- 7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;
- 7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;
- 7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;
- 7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;
- 7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;
- 7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;
- 7.8.6.21 Documentation referring to CSD or non-CSD weatherization;
- 7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);
- 7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;
- 7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;
- 7.8.6.25 Photographic documentation as required by the CSD TRM;
- 7.8.6.26 Initial and Final REM/Design Building File Reports (BFR) and Improvement Analysis Reports (IAR) in each client file and retention of electronic audit file;
- 7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

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7.8.6.28 [Lead-Based Paint Regulatory Compliance Report \(CSD 708\)](#);

7.8.6.29 [Notice of Survey by Electrical Contractor \(CSD 543\)](#);

7.8.6.30 [REM/Design Energy Audit Entry Input Form \(CSD 544\)](#);

7.8.6.31 [Insulation Certificate \(CSD 610\)](#); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving services under SWEATS in accordance with [CPN-E-20-01](#) SWEATS Policy.

7.8.8 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 foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 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 and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.9.1.3 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 state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS 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. CTP is maintained and accessed

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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 and ECIP EHCS training received for each employee and includes information on each training session, course, training source, location, course content, and completion date.

Completed training records include, but are not limited to, employee legal name, hire date, email, and completion of each training course, the source/location, type/content, completion date, certificates of completion, and completion of training records.

- 7.8.9.3 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 requests, approving training, monitoring training transcripts, uploading licensing and certifications, and monitoring training expirations.
- 7.8.9.4 The On-the-Job Training application page will be migrated from a separate link on the CSD Local Agencies Portal to integrate with the CSD Training Portal. CSD will notify agencies through a notice on the Local Agencies Portal when that function of the portal becomes available.
 - 7.8.9.4.1 CSD shall maintain all training records in the CSD Training Portal for trainings completed through the CSD E-Learning, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.
 - 7.8.9.4.2 Contractor shall upload training certificates (or other proof of training completion) in the CSD Training Portal for certifications or trainings provided by third parties. Examples include Contractor licensing from the California Contractors State License Board, and individual employee Building Performance Institute (BPI) certifications, EPA Renovator certification, or other required training as designated by CSD.
 - 7.8.9.4.3 Contractor shall be responsible for maintaining the required training records in the same manner for their subcontractors as for the Contractor employees.
 - 7.8.9.4.4 Contractor and subcontractors must input new field personnel into CSD's Training Portal within three days of hire. Contractor and subcontractors shall update the CSD Training Portal in a timely manner, with employee completed course

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information and/or uploaded certifications on or before the first (1st) day of each subsequent month following the completion of training.

7.8.9.5 Equipment

7.8.9.5.1 Contractor shall ensure its employees 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.

7.8.9.5.2 Contractor shall ensure its employees and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.5.3 Contractor shall ensure its employees and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.9.6 Energy Audits

7.8.9.6.1 Contractor shall maintain electronic records generated from the CSD approved energy audit software for the required period of three 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.

7.8.9.6.2 Contractor shall make all records generated from the energy audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of an inspection or monitoring.

7.8.9.6.3 Contractor shall submit all energy audits through the Energy Audit Dashboard, including the initial audit submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.8.9.6.3.1 Changes in measure cost between initial work

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scope estimates and actual installation cost;

7.8.9.6.3.2 Input of final duct and/or shell leakage readings to replace estimated leakage used for the initial improvement analysis;

7.8.9.6.3.3 Changes to the final scope of work; including any decisions related to measure leveraging.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) 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 CORE and eCORE DTR layout found at the Reporting tab on the CSD Lap found here: <https://agencies.csd.ca.gov/home/Reporting/Pages/default.aspx>.

Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall ensure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures, and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

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ARTICLE 8 – PROGRAM IMPLEMENTATION

8.1 HEAP/WPO 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 60% of the State median income; or
- 8.1.1.2 Assistance shall be provided to households that are categorically eligible, if any member of the household is receiving CalFresh or CalWORKs at the time of application, regardless of income level.
- 8.1.1.3 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.
- 8.1.1.4 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.
- 8.1.2 Contractor may only provide eligible households with one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to providing one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, Contractor may provide eligible households with ECIP EHCS services and/or other weatherization services.
- 8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with [CPA-E-21-04](#) WPO Benefit Formula Implementation.
- 8.1.4 Contractor must ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur during the term of this Contract.
- 8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:
 - 8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

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- 8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;
- 8.1.5.3 CSD will not make payments to clients for WPO assistance; and
- 8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- 8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- 8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines

- 8.2.1 Applicant Eligibility
 - 8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income; or
 - 8.2.1.2 Assistance shall be provided to households that are categorically eligible, if any member of the household is receiving CalFresh or CalWORKs at the time of application, regardless of income level.
 - 8.2.1.3 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.
 - 8.2.1.4 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.
 - 8.2.1.5 The income certification shall remain in effect for a period of 12 months from the date applicants are deemed eligible for services.
 - 8.2.1.6 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.
 - 8.2.1.7 In the event the Contractor is unable to commence the assessment and

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weatherization service delivery during the 12-month income certification period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

- 8.2.1.8 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

- 8.2.2.1 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 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.

8.2.2.1 Permission to Provide Services

- 8.2.2.1.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the [Service Agreement for Rental Property Owner \(CSD 515B\)](#) or approved Contractor's equivalent.

- 8.2.2.1.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.2 Rent Increase Restrictions

- 8.2.2.2.1 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.

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8.2.2.2.2 Contractor shall provide tenants a written summary of these conditions with the current telephone number of the Contractor and 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.

8.2.2.2.3 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.

8.2.2.3 Multi-Unit Dwellings

8.2.2.3.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.3.1.1 Are eligible dwelling units, or

8.2.2.3.1.2 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.

8.2.2.3.2 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.

8.2.2.3.3 Contractor shall complete a Multi-Unit Dwelling Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.3.4 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

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eligibility by the owner/manager of the occupants of the building is not acceptable.

- 8.2.2.3.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.4 Previously Weatherized Dwellings

- 8.2.2.4.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.
- 8.2.2.4.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.
- 8.2.2.4.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract, and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.
- 8.2.2.5.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures.

8.2.2.5 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.6 Ineligible Dwellings

- 8.2.2.6.1 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.

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8.2.2.6.2 Contractor shall not weatherize any dwelling under this Contract 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 \(CSD 515A\)](#) or [Service Agreement for Rental Property Owner \(CSD 515B\)](#).

8.2.2.6.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, or hospital, may be weatherized under this Contract.

8.2.2.6.4 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. 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.

8.2.2.6.5 Shelters/Homeless Individuals

Maximum reimbursement will be based on the unit otherwise qualifying as a multi-unit structure. For the purpose of determining how many dwelling units exist in a shelter, a grantee 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. 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.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

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- 8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.
- 8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.
 - 8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.
 - 8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.
- 8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.
- 8.2.3.5 The minimum number of weatherization measures may be leveraged or cost-shared with alternative funding as defined in Section 5.8.4.7.4. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.
- 8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.
- 8.2.4 Dwelling Assessments
 - 8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.
 - 8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.
 - 8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.
 - 8.2.4.4 Contractor shall ensure job separation between staff performing

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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.

- 8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of 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.
- 8.2.4.6 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.
- 8.2.4.7 Dwelling Assessment Performance
 - 8.2.4.7.1 Dwelling assessments shall include the following required activities:
 - 8.2.4.7.1.1 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 of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;
 - 8.2.4.7.1.2 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; and
 - 8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics

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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.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS § 100101 et seq. & § 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 LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 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.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall initiate the Historic Preservation Review process pursuant to [DOE WAP ARRA No. 010](#).

8.2.4.7.3 Combustion Appliance Safety (CAS) Diagnostic Testing

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is

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hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and Contractor should refer the applicant to the local Housing and Community Development Department, or other similar organizations or programs.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Deferral (CSD 542).

8.2.4.7.4.2 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.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. 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 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.

8.2.5 Duct and Shell Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes, and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist,

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Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 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.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented and placed in file); or

8.2.6.3.5 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Optional Measures need not be installed in priority order.

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8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures shall be installed.

8.2.6.8 Once feasible Mandatory Measures are installed, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 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.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:

8.2.6.9.2.1 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.

8.2.6.9.2.2 For those conditions where a true crisis exists,

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and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 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.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform

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to Title 24 requirements.

- 8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

- 8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing a CSD-approved Energy Audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

- 8.2.7.2 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) incorporated by reference to this Contract and available on the CSD Local Agencies Portal website at
<https://agencies.csd.ca.gov/home/Energy/Pages/Weatherization.aspx>.

- 8.2.7.3 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).

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, a copy of the written 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.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve an emergency as defined in 42 USC § 8622(1), including:

- 8.3.1.1 A natural disaster (whether or not officially declared),
- 8.3.1.2 A significant home energy supply shortage or disruption,
- 8.3.1.3 An official declaration of a significant increase in:

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- 8.3.1.3.1 Home energy costs;
- 8.3.1.3.2 Home energy disconnections;
- 8.3.1.3.3 Enrollment in public benefit programs; or
- 8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

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

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

- 8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and
- 8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor shall provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the

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adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 Contractor shall provide ECIP Fast Track and WPO Services in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Contractor shall provide assistance only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall retain appropriate documents in each applicant's file establishing applicant eligibility.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622(1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

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8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

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

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due

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balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed \$1,500. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed \$1,500.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with [CPA-E-21-04](#) and [CPA-E-21-04M](#) WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed \$1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed \$1,000.

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8.3.3.5.3 CSD shall establish and administer a supplemental benefit to cover delivery fees or other additional costs assessed by WPO fuel vendors. These additional charges may vary and are not consistent across fuel vendors. The supplemental benefit is in addition to the standard WPO fuel benefit and shall not exceed \$500 per household. Refer to CPA-E-21-4 and CPA-E-21-04M for allowable uses of the supplemental benefit.

8.3.3.5.4 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.5 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

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8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

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

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and

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Procedures.

8.3.5 Natural Disasters

- 8.3.5.1 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.
- 8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.
- 8.3.5.3 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.

8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

- 8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.
- 8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.
- 8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.
- 8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.5 SWEATS and PSPS Activity Guidelines

- 8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. SWEATS services are further defined in guidance memorandum [CPN-E-20-01 SWEATS Policy](#), and services shall be administered in accordance with guidelines, reimbursement provisions, and other information issued by CSD during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with [CPN-E-20-01](#).

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- 8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with [CPN-E-20-02](#) PSPS Emergency Preparedness Pilot Policy and [CPN-E-20-02M3](#).

8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance shall be documented on the [CSD Dwelling Assessment Form \(CSD 540\)](#) and [CSD Post Inspection Form \(CSD 611\)](#) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

- 8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.
- 8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the [Agency Weatherization Inspection Report \(CSD 611\)](#) and maintained in the client file. The following shall constitute a reasonable effort:
- 8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or
- 8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.
- 8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:
- 8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

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- 8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;
- 8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;
- 8.6.2.3.4 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; and
- 8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.
- 8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet 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 reported and coincided with the reported data on the Shell Leakage Datasheet (CSD 704) and Duct Leakage Datasheet (CSD 706); measured insulation R-values, accurate reported efficiencies and costs of heating/cooling and water heating appliance efficiency installations; and that the costs billed do not exceed the improvement costs identified in the Improvement Analysis Report.
- 8.6.2.3.7 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.
- 8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.
- 8.6.2.5 If Contractor subcontracts Post-Weatherization 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:

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- 8.6.2.5.1 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 Post-Weatherization Inspection such as the cost of the inspection, administration, and travel costs of subcontractor.
- 8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization 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.
- 8.6.2.6 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 Contract.
- 8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of 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 post-weatherization inspection.
- 8.6.2.8 The Quality Assurance Inspector 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.
- 8.6.3 Third-Party Inspections
 - 8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.
 - 8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide equipment to the inspector. When possible, Contractor shall make corrections during

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the client inspection visits.

- 8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.
- 8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.
- 8.6.3.5 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.

8.6.4 Noncompliance

- 8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve an identified Fail or Hazardous Condition in accordance with the TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Fails or Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Fails and Hazard Fails remains unresolved.
- 8.6.4.2 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.
- 8.6.4.3 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

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the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 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 documents:
 - 9.1.1.1 CSD TRM;
 - 9.1.1.2 CSD Training Policies and Procedures Manual (TPPM);
 - 9.1.1.3 Other applicable policies and procedures;
 - 9.1.1.4 Official State and Federal Program Notices;
 - 9.1.1.5 Current CSD Field Forms; and
 - 9.1.1.6 Required Training Materials

9.2 Contractor Licensing

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

- 9.2.1 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;
- 9.2.2 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);
- 9.2.3 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.
- 9.2.4 Contractor is responsible for ensuring that all subcontractors have active licensing

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and are in good standing for the duration of the subcontract; and

9.2.5 Contractor shall immediately notify CSD when any changes in licensing occur.

9.3 Special Licensing - Weatherization

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

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: 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.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing with the CSLB for the duration of the subcontract.

9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 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 and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will provide notice of mandatory training to Contractor via announcement posted on the LAP, at least 10 business days prior to the date the mandatory training is scheduled to occur.

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COMPLIANCE REQUIREMENTS

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 who is conducting a monitoring visit, audit, or an investigation in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.2 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.

10.1.3 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract 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 in 2 CFR Part 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 Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at the [CSD LAP](#).

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F – Audit Requirements, 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.

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Please note: February 2024 revision of Government Auditing Standards is effective for financial audits, attestation engagements, and reviews of financial statements for periods beginning on or after December 15, 2025, and for performance audits beginning on or after December 15, 2025.

- 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-day written notice.

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-day written notice. In addition, agencies will be required to submit an email to 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. All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and Contractor's fiscal year. 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

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to the following addresses:

Electronic copy:
audits@csd.ca.gov

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 Contract, CSD may impose a high-risk designation and additional conditions, as described in [CPN-A-24-01 - Single Audit Requirements](#) and 22 CCR § 100875.

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 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, CSD's Fiscal Accounting Services Unit (FASU) will send an invoice. Contractor will tender payment to FASU or a repayment plan acceptable to FASU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 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 Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 Contractor shall ensure that funds allocated are expended for the purposes identified in federal law and state law and are allowable and allocable costs pursuant to this contract. .

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

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- 10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or in-house monitoring reviews of Contractor's program or fiscal performance.
- 10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.
- 10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.
- 10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.
- 10.3.8 Contractor shall cooperate with CSD, including its 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 Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection 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:
- 10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."
- 10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/or the investigative entities or persons referenced in Section 10.1.1, 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 LIHEAP guidelines.
- 10.3.8.3 For purposes of this Section 10.3.8:

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- 10.3.8.3.1 “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.
- 10.3.8.3.2 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.
- 10.3.8.4 Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.
- 10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 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:
- 10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or
- 10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.
- 10.3.9 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.
- 10.3.10 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.

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10.3.11 Collection of Disallowed Costs

- 10.3.11.1 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.
- 10.3.11.2 *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.
- 10.3.11.3 *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 subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 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 subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.
- 10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.
- 10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. 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

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steps consistent with federal and state law and this Contract.

10.4.2 General

The authority for CSD Enforcement Actions, as defined in Section 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 Uniform Administrative Requirements, and in state regulations (see 22 CCR § 100875). Contractor agrees that: 1) the present article 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 Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor’s noncompliance constitutes a material breach of the Contract, 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 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 Contract 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

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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 Section 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

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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 subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract 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

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Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor shall 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 subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 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 subsection 10.4.4.6. 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 subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 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)

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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 Contract 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 Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

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10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Section 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 future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by January 31, 2027.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by January 31, 2027, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the January 31, 2027, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.2.3 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by January 31, 2027, the Contractor will notify the CSD no later than January 10, 2027 requesting to expend beyond January 31, 2027.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractor's upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than February 28, 2027, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2027, and reported no later than March 31, 2027, Contractor will receive their full allocation but will not be eligible to

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receive any redistributed funds.

- 10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2027 and reported no later than March 31, 2027, the remaining 2026 LIHEAP allocation will be offset by the balances remaining recorded as of the January 31, 2027 expenditure period reported no later than February 28, 2027.

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CERTIFICATIONS AND ASSURANCES

ARTICLE 11 – FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract 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 Contract. To access these documents, please visit the [CSD LAP](#).

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 LIHEAP funds and assures compliance with the purposes as set forth in 42 USC § 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act

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of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, 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, 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 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)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

- 11.2.4 Federal Funding 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 LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements including information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

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

- 11.2.4.1 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that “shall be used to pay the salary of an individual, through the grant or other extramural mechanism” including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/executive-senior-level> under the “Rates of

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Pay for the Executive Schedule” link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entity's organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 USC § 7104). The full text of this requirement can be found at <https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

11.2.6 Prohibition on Expending HHS Award Funds for Covered Telecommunications Equipment or Services. Pursuant to the “Prohibition on certain telecommunications and video surveillance services or equipment” (2 CFR § 200.216), contractors are prohibited from expending grant funds on “equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)”.

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

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

- 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. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at Sam.gov;
- 11.3.2 Have not within a three year period preceding this Contract 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

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- 11.3.4 Have not within a three-year period preceding this Contract 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 Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion, may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low Income Home Energy Assistance Program.
- 11.3.6 No entity may participate in LIHEAP in any capacity or be a recipient of LIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All Contractors must obtain a Unique Entity Identifier assigned by the System for Award Management (SAM) if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible.

11.4 Affirmative Action Compliance

- 11.4.1 Each contractor or subcontractor with 50 or more employees and a 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 Equal Employment Opportunity clause obligations set forth in Title 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 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 certifies that it 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.);

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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 § 4211 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 (41 CFR Subtitle B, Chapter 60, as amended);

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

11.5.2.6 Age Discrimination Act of 1975 (42 USC §§ 6101 et seq.); and

11.5.2.7 Title 45 CFR Part 80.

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 will 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 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

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\$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 Contract shall be American made.

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: 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) (63 FR 71225, codified at 40 CFR Parts 266 & 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 Contract.

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 Contract.

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 Contract or any other fund, programs, projects, or activities that flow from this Contract.

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 the HHS (45 CFR Part 93, Appendix A).

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ARTICLE 12 – GENERAL TERMS AND CONDITIONS GTC 02/2025

The California General Terms and Conditions (GTC 02/2025), hereby incorporated into this Contract by reference, is available at the following web address:

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

Click the “GTC 02/2025” link to download the current requirements.

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ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, 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.

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.

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.

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.

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 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.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in TRM. Warranty corrections and apply to both the LIHEAP and DOE or DOE IJA weatherization programs.

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

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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.

Categorically Eligible: Certain households will be determined “categorically eligible” to participate in LIHEAP without consideration for income, as long as the household meets all the eligibility criteria. This policy only applies to households receiving CalWORKs and CalFresh.

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 have not attained their 19th birthday.

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 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 of the Standard Agreement (STD 213) of this Contract.

CORE: Combined Outcome Reporting Engine (CORE) System: Software used by CSD’s Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

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

SUBVENTION CONTRACT

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

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

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 Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

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; 42 USC § 6801). 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 or DOE IIJA 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.

EHA-16: A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly: An individual 60 years of age or older.

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

Emergency: Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

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

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

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

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

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 associated with the inspection.

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

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.

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.

Health and Safety Measures: A category of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

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

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 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

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Intake Date: The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

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

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

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

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

Life-Threatening: Applicant is without heating, cooling, or utility service during extreme weather conditions, as determined by the local administrative agency. This may include energy-related situations that pose a threat to the health and safety of one or more members of the household.

Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment \$10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials: Materials are those allowable items that are installed in or on the dwelling. 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 of the Standard Agreement (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, CSD's financial reporting system, and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under \$10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP 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.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE, DOE IIJA 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 LIHEAP. 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.

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

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD 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: Is defined by 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 nonprofit organizations. 501(c)(3) exemptions may apply to corporations,

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and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

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

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

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 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 2 CFR § 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 2 CFR § 200.407. See also 35 U.S.C. 200-212 “Disposition of Rights in Educational Awards,” which applies to inventions made under Federal awards.

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

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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 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, CSD's financial reporting system 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.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. A single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

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

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

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.

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

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

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

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

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, and attendance at weatherization-related training to include IT 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 participation 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 - FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents, all of which are hereby incorporated into this Contract by reference, are available on the CSD Local Agencies Portal at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 [Agency Staff and Board Roster \(CSD 188\)](#);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2026 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 [Public Website Update Form \(CSD Form 251\)](#).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2026 LIHEAP Numbers, Contractors, and Service Areas;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5100, 5300.5 and 5340 at <http://sam.dgs.ca.gov/TOC/5300.aspx>;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Supplemental Audit Guide;

14.2.6 CSD Training Policies and Procedure Manual (TPPM);

14.2.7 Direct Pay Utility Pledge Timeframe;

14.2.8 Technical Reference Manual (TRM); and

14.2.9 Eligibility & Verification Guide

14.2.10 [CORE Application Processing Policy](#)

14.3 The following CPAs and CPNs are hereby incorporated by reference

Table of Forms and Documents Incorporated by Reference

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- 14.3.1 Program Procedure Guidance with NCB Procurement Worksheet; [CPN-A-17-01](#) Equipment Use and Disposition Requirements;
- 14.3.2 [CPN-A-18-01](#) Program Income;
- 14.3.3 [CPA-E-18-005](#) Expenditure Reconciliation Policy and Procedure
- 14.3.4 [CPN-E-19-001](#) Working Capital Advance;
- 14.3.5 [CPN-E-19-002](#) Energy Reimbursement Policies and Procedures;
- 14.3.6 [CPN-E-20-01](#) SWEATS Policy;
- 14.3.7 [CPA-E-20-01E](#) Guidance and Program Relief for LSPs Impacted by COVID-19
- 14.3.8 [CPN-E-20-02](#) PSPS Emergency Preparedness Pilot Policy Modification;
 - 14.3.8.1 [CPN-E-20-02E](#) PSPS Emergency Preparedness Pilot Policy Errata
 - 14.3.8.2 [CPN-E-20-02M](#) PSPS Emergency Preparedness Pilot Policy Modification
 - 14.3.8.3 [CPN-E-20-02M2](#) PSPS Emergency Preparedness Pilot Policy Modification
 - 14.3.8.4 [CPN-E-20-02M3](#) PSPS Emergency Preparedness Pilot Policy
- 14.3.9 [CPN-E-20-05](#) Transferring Funds
- 14.3.10 [CPA-E-21-04M2](#) WPO Benefit Formula Implementation Plan
 - 14.3.10.1 [CPA-E-21-04M](#) WPO Benefit Formula Policy Modification
- 14.3.11 [CPA-E-23-04](#) Establishment of Confirmation ID Codes to Facilitate the Validation and Reporting of Eligible DOE Dwellings
- 14.3.12 [CPN-E-23-08](#) Previously Weatherized Dwelling Verification
 - 14.3.12.1 [CPN-E-23-08M1](#) Previously Weatherized Dwelling Verification
- 14.3.13 [CPN-E-23-09](#) Categorical Eligibility Implementation for CalWORKS and CalFresh Recipients

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- 14.3.14 [CPA-E-24-01](#) 2024 Blended Rates, DOE WAP Memo 123 Integration, and Related Weatherization Form Updates
- 14.3.15 [CPN-E-24-01](#) Revised Technical Reference Manual and Related Weatherization Forms
 - 14.3.15.1 [CPN-E-24-01E](#) Revised Technical Reference Manual and Related Weatherization Forms Errata
- 14.3.16 [CPA-E-24-02](#) Revised Energy Audit Submittal Process
- 14.3.17 [CPN-E-24-03](#) Measure Matrix Updates
- 14.3.18 [CPN-E-24-04](#) Training Policies and Procedures Manual Revisions
- 14.3.19 [CPA-E-24-05](#) Certification Date Validation Timeframe
- 14.3.20 [CPA-E-24-06](#) Veteran Status and Affiliation Data Collection
- 14.3.21 [CPA-E-24-07](#) Discontinuation of One Payment Over Practice
- 14.3.22 [CPA-E-25-01](#) 2025 Blended Rates and Related Weatherization Form Updates
- 14.3.23 [CPA-E-25-02](#) Removal of Previously Issued CSD Energy Division Program Advisories and Program Notices from the Local Agencies Portal (LAP)
- 14.4 The following guidance is incorporated by reference:
 - 14.4.1 [ECIP Policies and Procedures](#) (rev. 2/1/08)
 - 14.4.2 [DOE WAP ARRA No. 10](#) – National Historic Preservation Act – SHPO – Historical Review

Exhibit C

RFQu -0069 LIHEAP 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



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

April 16, 2026

Dear Executive Director,

The purpose of this letter is to inform Local Service Providers (LSPs) that the Department of Community Services and Development (CSD) is releasing contracts for the 2026 Supplemental Low Income Home Energy Assistance Program (2026 SLIHEAP). With the issuance of the 2026 SLIHEAP contract, CSD is releasing the full grant amount of \$5,072,187 to LSPs.

Unlike previous SLIHEAP contracts in 2022, 2023, and 2024, the 2026 SLIHEAP contract will include a Weatherization (Wx) service component at the request of several LSPs. On February 10, 2026, CSD released a survey to the network confirming LSPs' desire to administer all service components available under the SLIHEAP contract, including the Wx component, or just the Utility Assistance, Wood, Propane and Oil, and Emergency Heating and Cooling Repair and Replacement components. This distinction was important for two reasons. The first is that, given the small allocation for this grant, some agencies wanted to maximize SLIHEAP funding for Utility, Wood, Propane and Oil and Emergency Heating and Cooling assistance. The second is that with some agencies forgoing SLIHEAP Wx allocations, this provides the opportunity for those agencies interested in administering SLIHEAP Wx at a higher funding level – not to exceed grant expenditure limits for Wx services (15 percent, up to 25 percent with a waiver). Survey results confirmed that one LSP declined the contract entirely; 25 LSPs declined administering the Wx component; and 15 LSPs chose to administer all service components, including Wx.

The 2026 Draft Contract was released to the network for a 30-day comment period from February 27, 2026, through March 27, 2026. No comments were received during the comment period. If you have any questions, please contact your Field Representative.

CSD looks forward to working in partnership with you to strengthen our capacity to effectively administer programs that improve the economic security of those we serve, and ultimately the lives of all Californians.

Sincerely,

Jason Wimbley

JASON WIMBLEY
Director

2026 SLIHEAP Contract Checklist

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
- ☐ Certification Regarding Lobbying Form
- ☐ Contractor Certification Clauses (CCC) 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.)

All forms are located on the Forms page under the Energy Contract tab on the Local Agencies Portal at <https://agencies.csd.ca.gov>.

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2026 LIHEAP IIJA Contract
Facesheet

County/Service Territory

- 1 Alameda County - Spectrum Community Services, Inc.
- 2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA
 - Amador County
 - Calaveras County
 - Tuolumne County
 - Service Territory Total
- 3 Butte County - CAA of Butte County, Inc.
- 4 Colusa Service Territory - Glenn County Community Action Department
 - Colusa County
 - Glenn County
 - Trinity County
 - Service Territory Total
- 5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB
- 6 Del Norte County - Del Norte Senior Center, Inc.
- 7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency
 - Alpine County
 - El Dorado County
 - Service Territory Total
- 8 Fresno County - Fresno County Economic Opportunities Commission
- 9 Humboldt Service Territory - Redwood CAA
 - Humboldt County
 - Modoc Co. (WEATHERIZATION/ASSURANCE 16)
 - Service Territory Total
- 10 Imperial Service Territory - Campesinos Unidos, Inc.
 - Imperial County
 - San Diego County - Area A
 - Service Territory Total
- 11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.
 - Inyo County
 - Mono County
 - Service Territory Total
- 12 Kern County - Community Action Partnership of Kern
- 13 Kings County - Kings Community Action Organization, Inc.
- 14 Lake Service Territory - North Coast Energy Services, Inc.
 - Lake County
 - Mendocino County
 - Napa County
 - Solano County
 - Sonoma County
 - Yolo County
 - Service Territory Total
- 15 Lassen County - Lassen Economic Development Corporation
- Los Angeles County
- 16 Area A - Maravilla Foundation
- 17 Area B - Pacific Asian Consortium in Employment
- 18 Area C - Long Beach Community Action Partnership
- 19 Madera County - Community Action Partnership of Madera County, Inc.
- 20 Marin County - Community Action Marin
- 21 Mariposa County - County of Mariposa Health & Human Services Agency

	Direct Services								
	Weatherization			Administration/Assurance 16/ECIP/HEAP				Utility Assistance	
Contract Number	Initial WX Program	Delayed WX Program	WX Program Subtotal	Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ ECIP/HEAP Subtotal	ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
26Q-3550	0	0	0	6,736	6,736	50,386	63,858	64,128	127,986
	0	0	0	463	463	2,988	3,914	4,874	8,788
	0	0	0	847	847	6,766	8,460	7,629	16,089
	0	0	0	1,315	1,315	9,837	12,467	12,520	24,987
26Q-3551	0	0	0	2,625	2,625	19,591	24,841	25,023	49,864
26Q-3552	0	0	0	3,793	3,793	41,916	49,502	22,570	72,072
	0	0	0	285	285	1,551	2,121	3,297	5,418
	0	0	0	429	429	2,555	3,413	4,745	8,158
	0	0	0	356	356	4,839	5,551	1,210	6,761
26Q-3553	0	0	0	1,070	1,070	8,945	11,085	9,252	20,337
26Q-3554	17,950	0	17,950	6,298	6,298	17,824	30,420	71,297	119,667
26Q-3555	0	0	0	834	834	7,944	9,612	6,241	15,853
	385	264	649	58	58	202	318	141	1,108
	20,299	13,880	34,179	3,070	3,070	10,625	16,765	7,383	58,327
	20,684	14,144	34,828	3,128	3,128	10,827	17,083	7,524	59,435
26Q-3556	101,818	69,621	171,439	15,398	15,398	13,550	44,346	76,780	292,565
	18,658	12,758	31,416	2,822	2,822	6,952	12,596	9,600	53,612
	0	0	0	0	0	0	0	0	0
	18,658	12,758	31,416	2,822	2,822	6,952	12,596	9,600	53,612
26Q-3558	10,963	7,496	18,459	1,658	1,658	2,529	5,845	7,197	31,501
	57,645	39,416	97,061	8,718	8,718	10,740	28,176	40,401	165,638
	68,608	46,912	115,520	10,376	10,376	13,269	34,021	47,598	197,139
26Q-3559	0	0	0	355	355	4,412	5,122	1,632	6,754
	0	0	0	514	514	7,689	8,717	1,048	9,765
	0	0	0	869	869	12,101	13,839	2,680	16,519
26Q-3560	0	0	0	13,165	13,165	51,474	77,804	172,328	250,132
26Q-3562	0	0	0	2,017	2,017	12,342	16,376	21,941	38,317
	0	0	0	1,806	1,806	15,042	18,654	15,656	34,310
	0	0	0	1,940	1,940	11,873	15,753	21,107	36,860
	0	0	0	866	866	5,444	7,176	9,269	16,445
	0	0	0	2,375	2,375	6,057	10,807	34,322	45,129
	0	0	0	3,226	3,226	21,388	27,840	33,452	61,292
	0	0	0	1,786	1,786	9,715	13,287	20,643	33,930
	0	0	0	11,999	11,999	69,519	93,517	134,449	227,966
	0	0	0	1,136	1,136	15,838	18,110	3,477	21,587
26Q-3563	141,809	96,967	238,776	21,446	21,446	46,550	89,442	79,260	407,478
26Q-3564	96,366	65,893	162,259	14,574	14,574	17,099	46,247	68,394	276,900
26Q-3565	89,698	61,333	151,031	13,565	13,565	12,732	39,862	66,845	257,738
26Q-3566	0	0	0	2,483	2,483	8,864	13,830	33,347	47,177
26Q-3567	0	0	0	1,284	1,284	5,241	7,809	16,596	24,405
26Q-3568	2,091	0	2,091	734	734	6,229	7,697	4,152	13,940

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2026 LIHEAP IIJA Contract
Facesheet

County/Service Territory	Direct Services									Total Contract Allocation
	Contract Number	Weatherization			Administration/Assurance 16/ECIP/HEAP				Utility Assistance	
		Initial WX Program	Delayed WX Program	WX Program Subtotal	Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ECIP/HEAP Subtotal	ECIP FT/HEAP G&E Program Subtotal	
22 Merced County - Merced County CAA	26Q-3571	25,832	17,663	43,495	3,907	3,907	4,813	12,627	18,104	74,226
23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	26Q-3572	0	0	0	437	437	4,159	5,033	3,267	8,300
24 Orange County - Community Action Partnership of Orange County	26Q-3573	64,000	43,762	107,762	9,679	9,679	20,440	39,798	36,339	183,899
25 Placer Service Territory - Project GO, Inc.										
Nevada County		16,447	11,246	27,693	2,487	2,487	9,485	14,459	5,107	47,259
Placer County		17,802	12,173	29,975	2,692	2,692	6,159	11,543	9,634	51,152
Service Territory Total	26Q-3574	34,249	23,419	57,668	5,179	5,179	15,644	26,002	14,741	98,411
26 Plumas Service Territory - Plumas Co. Community Development Commission										
Plumas County		0	0	0	0	0	0	0	0	0
Sierra County		0	0	0	0	0	0	0	0	0
Service Territory Total	26Q-3575	0	0	0	0	0	0	0	0	0
27 Riverside County - Community Action Partnership of Riverside County	26Q-3576	0	0	0	16,360	16,360	61,186	93,906	216,933	310,839
28 Sacramento Service Territory - Community Resource Project, Inc.										
Sacramento County		0	0	0	12,549	12,549	74,670	99,768	138,672	238,440
Sutter County		0	0	0	1,186	1,186	7,057	9,429	13,106	22,535
Yuba County		0	0	0	1,209	1,209	8,424	10,842	12,123	22,965
Service Territory Total	26Q-3577	0	0	0	14,944	14,944	90,151	120,039	163,901	283,940
29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	26Q-3578	0	0	0	463	463	1,338	2,264	6,535	8,799
30 San Bernardino County - Community Action Partnership of San Bernardino Co.	26Q-3579	0	0	0	19,171	19,171	101,031	139,373	224,876	364,249
31 San Diego County - Area B - Metropolitan Area Advisory Committee	26Q-3580	33,871	23,160	57,031	5,122	5,122	14,725	24,969	15,325	97,325
32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	26Q-3581	0	0	0	7,702	7,702	19,639	35,043	111,287	146,330
33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	26Q-3582	0	0	0	1,750	1,750	14,580	18,080	15,176	33,256
34 Santa Barbara Co. - Community Action Commission of Santa Barbara County	26Q-3583	0	0	0	2,685	2,685	31,949	37,319	13,693	51,012
35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	26Q-3584	0	0	0	6,792	6,792	23,092	36,676	92,369	129,045
36 Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
Monterey County		0	0	0	3,275	3,275	11,692	18,242	43,983	62,225
San Francisco County		0	0	0	3,560	3,560	9,684	16,804	50,843	67,647
San Mateo County		0	0	0	2,937	2,937	9,486	15,360	40,440	55,800
Santa Cruz County		0	0	0	1,930	1,930	6,890	10,750	25,920	36,670
San Benito County (WEATHERIZATION/ASSURANCE 16/EHCS)		0	0	0	0	0	0	0	0	0
Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)		0	0	0	0	0	0	0	0	0
Service Territory Total	26Q-3585	0	0	0	11,702	11,702	37,752	61,156	161,186	222,342
37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
Shasta County		21,210	14,503	35,713	3,208	3,208	9,972	16,388	8,843	60,944
Tehama County		9,777	6,685	16,462	1,479	1,479	4,596	7,554	4,076	28,092
Service Territory Total	26Q-3586	30,987	21,188	52,175	4,687	4,687	14,568	23,942	12,919	89,036
38 Siskiyou County - Great Northern Services	26Q-3587	0	0	0	1,960	1,960	17,661	21,581	15,662	37,243
39 Stanislaus County - Central Valley Opportunity Center, Incorporated	26Q-3588	0	0	0	6,600	6,600	20,197	33,397	92,010	125,407
40 Tulare County - Community Services & Employment Training, Inc.	26Q-3589	54,250	37,095	91,345	8,204	8,204	14,439	30,847	33,691	155,883
41 Ventura County - Community Action of Ventura County, Inc.	26Q-3590	0	0	0	3,261	3,261	16,076	22,598	39,358	61,956
TOTALS		800,871	533,915	1,334,786	266,957	266,957	972,633	1,506,547	2,230,854	5,072,187

County/Service Territory				Approved Waiver					
	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Total WX Intake 8%	Total WX Outreach 5%	Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
1 Alameda County - Spectrum Community Services, Inc.	0	0	0	0	0	0	9,161	5,726	2,290
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA									
Amador County	0	0	0	0	0	0	629	393	157
Calaveras County	0	0	0	0	0	0	1,152	720	288
Tuolumne County	0	0	0	0	0	0	1,789	1,118	447
Service Territory Total	0	0	0	0	0	0	3,570	2,231	892
3 Butte County - CAA of Butte County, Inc.	0	0	0	0	0	0	5,159	3,224	1,290
4 Colusa Service Territory - Glenn County Community Action Department									
Colusa County	0	0	0	0	0	0	388	242	97
Glenn County	0	0	0	0	0	0	584	365	146
Trinity County	0	0	0	0	0	0	484	302	121
Service Territory Total	0	0	0	0	0	0	1,456	909	364
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	1,436	898	898	1,436	898	898	7,130	4,456	1,782
6 Del Norte County - Del Norte Senior Center, Inc.	0	0	0	0	0	0	1,135	709	284
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency									
Alpine County	31	19	19	52	32	32	27	17	7
El Dorado County	1,624	1,015	1,015	2,734	1,709	1,709	1,441	900	360
Service Territory Total	1,655	1,034	1,034	2,786	1,741	1,741	1,468	917	367
8 Fresno County - Fresno County Economic Opportunities Commission	8,145	5,091	5,091	13,715	8,572	8,572	7,226	4,517	1,807
9 Humboldt Service Territory - Redwood CAA									
Humboldt County	1,493	933	933	2,513	1,571	1,571	1,324	828	331
Modoc Co. (WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	0	0	0
Service Territory Total	1,493	933	933	2,513	1,571	1,571	1,324	828	331
10 Imperial Service Territory - Campesinos Unidos, Inc.									
Imperial County	877	548	548	1,477	923	923	778	486	195
San Diego County - Area A	4,612	2,882	2,882	7,765	4,853	4,853	4,091	2,557	1,023
Service Territory Total	5,489	3,430	3,430	9,242	5,776	5,776	4,869	3,043	1,218
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.									
Inyo County	0	0	0	0	0	0	484	302	121
Mono County	0	0	0	0	0	0	699	437	175
Service Territory Total	0	0	0	0	0	0	1,183	739	296
12 Kern County - Community Action Partnership of Kern	0	0	0	0	0	0	17,904	11,190	4,476
13 Kings County - Kings Community Action Organization, Inc.	0	0	0	0	0	0	2,743	1,714	686
14 Lake Service Territory - North Coast Energy Services, Inc.									
Lake County	0	0	0	0	0	0	2,456	1,535	614
Mendocino County	0	0	0	0	0	0	2,638	1,649	660
Napa County	0	0	0	0	0	0	1,177	736	294
Solano County	0	0	0	0	0	0	3,230	2,019	808
Sonoma County	0	0	0	0	0	0	4,387	2,742	1,097
Yolo County	0	0	0	0	0	0	2,429	1,518	607
Service Territory Total	0	0	0	0	0	0	16,317	10,199	4,080
15 Lassen County - Lassen Economic Development Corporation	0	0	0	0	0	0	1,545	966	386
Los Angeles County									
16 Area A - Maravilla Foundation	11,345	7,090	7,090	19,102	11,939	11,939	10,065	6,291	2,516
17 Area B - Pacific Asian Consortium in Employment	7,709	4,818	4,818	12,981	8,113	8,113	6,839	4,275	1,710
18 Area C - Long Beach Community Action Partnership	7,176	4,485	4,485	12,082	7,552	7,552	6,366	3,979	1,592
19 Madera County - Community Action Partnership of Madera County, Inc.	0	0	0	0	0	0	3,377	2,111	844
20 Marin County - Community Action Marin	0	0	0	0	0	0	1,747	1,092	437
21 Mariposa County - County of Mariposa Health & Human Services Agency	167	105	105	167	105	105	830	519	208

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2026 LIHEAP IIJA Contract
Facesheet

County/Service Territory	Initial WX			Approved Waiver			ECIP/HEAP		
	Intake 8%	Outreach 5%	Training 5%	Total WX Intake 8%	Total WX Outreach 5%	Total WX Training 5%	Intake 8%	Outreach 5%	Training 2%
22 Merced County - Merced County CAA	2,067	1,292	1,292	3,480	2,175	2,175	1,833	1,146	458
23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	594	371	149
24 Orange County - Community Action Partnership of Orange County	5,120	3,200	3,200	8,621	5,388	5,388	4,542	2,839	1,136
25 Placer Service Territory - Project GO, Inc.									
Nevada County	1,316	822	822	2,215	1,385	1,385	1,167	730	292
Placer County	1,424	890	890	2,398	1,499	1,499	1,263	790	316
Service Territory Total	2,740	1,712	1,712	4,613	2,884	2,884	2,430	1,520	608
26 Plumas Service Territory - Plumas Co. Community Development Commission									
Plumas County	0	0	0	0	0	0	0	0	0
Sierra County	0	0	0	0	0	0	0	0	0
Service Territory Total	0	0	0	0	0	0	0	0	0
27 Riverside County - Community Action Partnership of Riverside County	0	0	0	0	0	0	22,250	13,906	5,562
28 Sacramento Service Territory - Community Resource Project, Inc.									
Sacramento County	0	0	0	0	0	0	17,067	10,667	4,267
Sutter County	0	0	0	0	0	0	1,613	1,008	403
Yuba County	0	0	0	0	0	0	1,644	1,027	411
Service Territory Total	0	0	0	0	0	0	20,324	12,702	5,081
29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	0	0	0	0	0	0	630	394	157
30 San Bernardino County - Community Action Partnership of San Bernardino Co.	0	0	0	0	0	0	26,073	16,295	6,518
31 San Diego County - Area B - Metropolitan Area Advisory Committee	2,710	1,694	1,694	4,562	2,852	2,852	2,404	1,503	601
32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	0	0	0	0	0	0	10,474	6,546	2,619
33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	0	0	0	0	0	0	2,380	1,488	595
34 Santa Barbara Co. - Community Action Commission of Santa Barbara County	0	0	0	0	0	0	3,651	2,282	913
35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	0	0	0	0	0	0	9,237	5,773	2,309
36 Santa Cruz Service Territory - Central Coast Energy Services, Inc.									
Monterey County	0	0	0	0	0	0	4,454	2,784	1,114
San Francisco County	0	0	0	0	0	0	4,842	3,026	1,211
San Mateo County	0	0	0	0	0	0	3,994	2,496	999
Santa Cruz County	0	0	0	0	0	0	2,625	1,641	656
San Benito County (WEATHERIZATION/ASSURANCE 16/EHCS)	0	0	0	0	0	0	0	0	0
Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)	0	0	0	0	0	0	0	0	0
Service Territory Total	0	0	0	0	0	0	15,915	9,947	3,980
37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.									
Shasta County	1,697	1,061	1,061	2,857	1,786	1,786	1,505	941	376
Tehama County	782	489	489	1,317	823	823	694	434	173
Service Territory Total	2,479	1,550	1,550	4,174	2,609	2,609	2,199	1,375	549
38 Siskiyou County - Great Northern Services	0	0	0	0	0	0	2,666	1,666	666
39 Stanislaus County - Central Valley Opportunity Center, Incorporated	0	0	0	0	0	0	8,977	5,610	2,244
40 Tulare County - Community Services & Employment Training, Inc.	4,340	2,713	2,713	7,308	4,567	4,567	3,850	2,407	963
41 Ventura County - Community Action of Ventura County, Inc.	0	0	0	0	0	0	4,435	2,772	1,109
TOTALS	64,071	40,045	40,045	106,782	66,742	66,742	256,278	160,177	64,073

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICE
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26Q-3576	DCSD-4700

1. This Agreement is entered into Contracting Agency and the Contractor Named Below:

CONTRACTING AGENCY NAME Department of Community Service And Development
CONTRACTOR'S NAME Community Action Partnership of Riverside County

2. The term of this Agreement is:

START DATE 05/01/2026
THROUGH END DATE 05/31/2027

3. The maximum amount of this Agreement is:

\$310,839.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which 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 Requirements
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 02/2025*
Article 13 - Definitions
Article 14 - Forms and Documents Incorporated by Reference

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto.

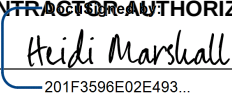
DS
EP

DS
AO

**Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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

CONTRACTOR

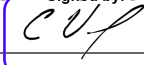
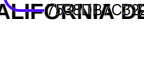
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) Community Action Partnership of Riverside County			
CONTRACTOR BUSINESS ADDRESS 1325 Spruce Street Suite 400	CITY RIVERSIDE	STATE CA	ZIP 92507
PRINTED NAME OF PERSON SIGNING Heidi Marshall	TITLE Director		
CONTRACTOR AUTHORIZED SIGNATURE  201F3596E02E493...	DATE SIGNED 5/26/2026		

DocuSign Envelope ID: 56ABD6C5-2EA4-84DC-818A-6948B5E221A2

SCO ID: 4700-26Q-3576-0

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICE STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 26Q-3576	PURCHASING AUTHORITY NUMBER (If Applicable) DCSD-4700	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Community Service 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 	DATE SIGNED 5/29/2026		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL 	EXEMPTION (IF Applicable) I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval. 		

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)	☐ CSBG ☐ LIHEAP ☐ DOE WAP ☐ OTHER <u>SLIHEAP</u>	
Contract Number	26Q-3576	
Performance Period(s) (mm/dd/yy - mm/dd/yy)	05/01/2026-05/31/26	
Agency Unique Entity ID (SAM.gov) NEW	E4E9EB8KFC15	
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	Emma Perez Singh
	Title:	Acting Director
	E-Mail:	EmmaSingh@RIVCO.ORG
	Phone:	9519550204
Location of Agency	Mailing Address:	3403 10th Street Suite 300 Riverside, CA
	State:	CA
	Zip + 4 Digits (+4 digit is required)	92501-3670
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	

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 (+4 digit is required)	
	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? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed \$25 million? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? ☐ Yes ☐ No ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	
	(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.)	
Five Highest Compensated Executives/Employees	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

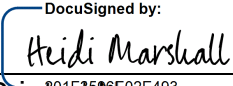
Unique Entity ID (UEI Number)	
On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID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

Contractor Certification Clause

CCC 1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
Community Action Partnership of Riverside County		956000930
By (Authorized Signature)		
DocuSigned by: 		
Printed Name and Title of Person Signing		
Heidi Marshall		Director
Date Executed	Executed in the County of	
5/26/2026	Riverside	

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
- and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- a) Current State Employees (PCC 10410):
 - 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- b) Former State Employees (PCC 10411):
 - 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.



CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Supplemental Low-Income Home Energy Assistance (SLIHEAP)

PERIOD: May 1, 2026 through May 31, 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

Community Action Partnership of Riverside County

Agency/Organization

DocuSigned by:

Heidi Marshall

201F3596E02E493...

Signature

Date

9/26/2026

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of Last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: Congressional District, if known: _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name address of Lobbying Entity (if individual, last name, first, name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ ☐ actual ☐ planned			13. Type of Payment (check all that apply): ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____		
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____					
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: (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No					
16. 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: _____		
Federal Use Only:				Authorized for Local Reproductions Standard Form – LLL	

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.

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SUBVENTION CONTRACT

PREAMBLE

This subvention contract, for the implementation of the Supplemental Low Income Home Energy Assistance Program (SLIHEAP) in program year 2026 (“Contract”), 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”) and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

- 1.1.1 Contractor shall provide services under the weatherization (WX) program, Supplemental Low Income Home Energy Assistance Program (SLIHEAP), and Energy Crisis Intervention Program (ECIP) to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations. Contractor shall administer SLIHEAP services to eligible low-income households in accordance with both need and the Contractor’s service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Low-Income Home Energy Assistance Act of 1981.
- 1.1.2 The SLIHEAP Assistance Listing Number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

- 1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2026 SLIHEAP Contractor Numbers and Service Areas listing may be accessed at CSD’s Local Agencies Portal (CSD LAP) under the Supporting Documents section at <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 CSD LAP to determine the zip codes for their respective area.

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1.3 Term and Amount of Contract

- 1.3.1 The term of this Contract shall be the period represented on Standard Agreement STD. 213. Contractor shall perform all work under this contract prior to, or up to May 31, 2027, regardless of the contract term end date.
- 1.3.2 The contract amount as represented on Standard Agreement STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).
- 1.3.3 Direct Services and Utility Assistance Funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported, and accounted for in accordance with the provisions of this Contract.

1.4 Program Authorities – Requirements, Standards and Guidance

- 1.4.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:
 - 1.4.1.1 The Infrastructure Investment and Jobs Act of 2021 (Public Law (Pub. L.) 117-58);
 - 1.4.1.2 The Low-Income Home Energy Assistance Act of 1981 (42 United States Code (USC) § 8621 et seq.), and the Low Income Home Energy Assistance Program regulations (45 Code of Federal Regulations (CFR) Part 96, Subpart H);
 - 1.4.1.3 The California Government Code (Cal. Gov. Code) § 16367.5 et seq., as amended, and Low Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) § 100800 et seq.);
 - 1.4.1.4 The Single Audit Act (31 USC § 7501 et seq.); and
 - 1.4.1.5 The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located under 2 CFR Part 200 and 2 CFR Part 300.

1.5 Conflict of Laws

Contractor shall comply with all applicable laws, regulations, requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any

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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 Contract directly conflict with any State or federal law or regulation, the federal law or regulation shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.1 CSD shall provide Contractor with specific program guidance, which shall be binding on the Contractor as a condition of the Contractor's participation in SLIHEAP, and as a condition of receipt of funds under the program, provided:

- 1.5.1.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN)" or "CSD Program Advisory (CPA)" posted on the CSD Local Agencies Portal (LAP);
- 1.5.1.2 Such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
- 1.5.1.3 Such guidance shall be reasonably necessary to realize the purposes of SLIHEAP;
- 1.5.1.4 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 Contract;
- 1.5.1.5 Contractor shall notify CSD within ten business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;
- 1.5.1.6 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.1.4 and 1.5.1.5, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and
- 1.5.1.7 That upon CSD's good faith determination a sufficient and necessary amendment or policy guidance (issued via CPN or CPA) cannot be implemented in accordance with this section, the Contractor shall be notified in writing and the 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.

1.5.2 The federal and state laws, regulations, and other authorities referenced in this

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Section are hereby incorporated by reference into this Contract.

1.5.3 Contract Elements Integral to Contract and Enforceability Conditions

1.5.3.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.3.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.3.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.3.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.3.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.3.1.5 Board Resolution authorizing execution of this Contract;

1.5.3.1.6 SLIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.6 Duplication of Services

1.6.1 Dwellings that have received Low-Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

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ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE

2.1 Contractor's Option of Termination

- 2.1.1 Notwithstanding the provisions of Section 1.5.1, Contractor may elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.1, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, provided:
- 2.1.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested;
 - 2.1.1.2 The notice of termination shall be effective 30 calendar days after receipt by CSD; and
 - 2.1.1.3 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.
- 2.1.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to Contract termination. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- 2.1.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.
- 2.1.4 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.

2.2 Budget Contingencies

- 2.2.1 Federal Budget Contingency
- 2.2.1.1 Because of uncertainty in the federal budget process, this Contract 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 Contract are expressly contingent on adequate funding being made available to CSD by the United States government.
 - 2.2.1.2 If federal funding for any fiscal year is reduced to such degree that CSD

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reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract 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 and final settlement.

2.2.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract 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 Contract without force and effect.

2.2.1.4 Subject to the provisions of subsection 2.2.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.2.2 State Budget Contingency

2.2.2.1 If funds are not appropriated for implementation of SLIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon CSD's written notice to Contractor that no funds are available for contract implementation, the Contract shall be terminated, CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract, and Contractor shall not be obligated for performance.

2.2.2.2 If program funding for any fiscal year 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 Contract upon written notice to Contractor or, in the alternative, to offer and negotiate 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 and final settlement.

2.3 Miscellaneous Provisions

2.3.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations

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under this Contract 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 CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

- 2.3.2 **Merger/Entire Contract.** This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.
- 2.3.3 **Severability.** If any provision of this Contract 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 Contract will not be in any way impaired and shall remain in full force and effect.
- 2.3.4 **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:
 - 2.3.4.1 To Contractor's address of record; and
 - 2.3.4.2 To CSD at:
 Department of Community Services and Development
 Energy Field Operations
 2389 Gateway Oaks Drive, Suite 100
 Sacramento, CA 95833
- 2.3.5 **Change of Address of Record.** Contractor shall promptly notify CSD of any address change, or anticipated address change, by submitting required forms to their field representatives. Private agencies must complete and submit the STD 204: Payee Data Record and, if applicable, the STD 205: Payee Data Record Supplement; both forms must match, including the name of the signee, the date of the signature, and the Tax ID number of the tax liable party. Governmental agencies must complete and submit a Government Agency Taxpayer Form (GATI). All forms are available on the Local Agency Portal. Failure to notify the Department and complete forms in a timely manner may result in delayed payments under this contract. Any such delays are not the fault or responsibility of the Department.

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ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 – CONTRACT CHANGES

3.1 Amendment

- 3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.
- 3.1.2 Contractor shall notify CSD in writing when any proposed amendment or guidance will significantly impact Contractor's Program Budget and/or Operations or ability to fulfill its obligations under this Contract. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

3.2 Minor Modifications

- 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 Contract.
- 3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.
- 3.2.3 To request a minor modification, Contractor shall submit a Request for Amendment/Modification Energy ([CSD 509](#)), with justification supporting the fund transfer or change request. Contractor may submit the CSD 509 to the designated CSD Field Rep via email.
- 3.2.4 Contractor may propose minor modifications for CSD approval, including the following:
 - 3.2.4.1 Transferring funds to increase or decrease the Utility Assistance total allocation;
 - 3.2.4.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);
 - 3.2.4.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3;
 - 3.2.4.4 Changes to the Agency Local Plan; or
 - 3.2.4.5 Changes to Fund Transfer Requirements in Article 5.1, Section 5.1.2.

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ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, 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 members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible for notifying 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 Contract. Contractor has the option of demonstrating such authority by the signature of a Board Chair, affixed to the signature page of this Contract, 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 Contract 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 Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract 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 Contract are heard, including but not limited to discussions about or decisions affecting SLIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

4.2 Internal Controls Requirements

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 Contract 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

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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 Contractor shall maintain all records pertaining to this Contract 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.
- 4.3.2 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Cal. Civ. Code § 1798 et seq.).
- 4.3.3 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.
- 4.3.4 Upon request, records must be made available to the public in accordance with 22 CCR § 100860.

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 Contract.
- 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 Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection 4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the

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requirements of this Contract.

- 4.4.1.3 In the event insurance coverage expires during the term of this Contract 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 Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD 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.
- 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 Contract.
- 4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.
- 4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.
- 4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD 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, CSD, 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 Contract.
- 4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract 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

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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 of the start of coverage.

4.4.3 Workers' Compensation Insurance

- 4.4.3.1 During the term of this Contract, 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, excluding Utility Services, as set forth under this Contract.
- 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 Contract 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

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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 Contract 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 Contract 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.

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 (Cal. 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 and Utility Assistance Report Tab located within CSD's LAP at <https://agencies.csd.ca.gov/home/Reporting/Pages/default.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 DTRs must only be

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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 personally identifying 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 destroy 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 §

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552a), Trade Secrets Act (18 USC § 1831 et. al.), 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 written consent of the owner.

4.5.4 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.

4.5.5 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 actions taken by system administrators.

4.5.6 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 Contract 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 Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.5.7 Security Assessment

Contractor shall work with CSD to develop a Memorandum of Understanding (MOU) to further clarify privacy and information security requirements for ensuring the security of personal information of SLIHEAP participants and technology systems supporting program administration and service delivery. In addition, the MOU will specify security requirements for Contractor information technology systems storing and transmitting personal information of program participants, to include specific security assessments and audits of Contractor systems that interconnect with CSD in accordance with federal and state requirements.

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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 requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.475).
- 4.6.2 Contractor shall complete the [LIHEAP Out-of-State Travel Form \(CSD 536\)](#) and keep on file with back up documentation for compliance monitoring. SLIHEAP Out-of-State travel is limited to two staff per event, unless otherwise indicated on the SLIHEAP Out-of-State-Travel Form (CSD 536). Contractor must seek pre-approval, 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 rates 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 is 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.
- 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 SLIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or

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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 SLIHEAP 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 and Energy Heating and Cooling Services (EHCS). 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.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 Maintenance of written procurement procedures. Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing SLIHEAP block grants pertaining to procurement, including the Uniform Administrative Requirements and amendments thereto, and pursuant to [CPA-E-20-09](#). Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards or any subsequent amendments to these standards, and the applicable provisions in this Contract, 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.

4.8.1.2 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 offer or whose bid or offer is responsive to the solicitation and is most advantageous to

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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 offer must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

- 4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.
- 4.8.1.4 CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD through the submission of a [Request for Pre Approval of Purchase/Lease \(CSD 558\)](#) to CSD at least 15 calendar days prior to executing transaction for each of the following procurement transactions:
 - 4.8.1.4.1 Any articles, supplies, equipment, or services having a per-unit cost in excess of \$10,000; or
 - 4.8.1.4.2 Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
- 4.8.1.5 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.
- 4.8.1.6 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

4.9 Use and Disposition of Vehicles and Equipment

- 4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards governing the acquisition of equipment with federal funds set forth in 2 CFR § 200.313 and 200.439. 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.

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- 4.9.2 Contractor shall provide the information specified in [CPN-A-17-01](#), including any supporting documents, to CSD upon request.
- 4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract 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.

4.10 Subcontracts

- 4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. 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.
- 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/SAM/pages/public/index.jsf>.
- 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 Contract are allowable and allocable. Contractor must adopt fiscal control and accounting

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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 Contract. Contractor shall ensure that any subcontracts under this Contract 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 under this contract.

- 4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.
- 4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, 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 Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.
- 4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract.

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 SLIHEAP. 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,

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“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 applicant or client 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 Contractor shall immediately notify their CSD Field Representative 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 appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor’s process shall include, at a minimum, all of the requirements of 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 in accordance with 22 CCR § 100805;

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, assuming the appeal meets the requirements of 22 CCR § 100805(a). 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; and

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.

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CSD's decision following the appeal and hearing shall be final.

4.13 Fraud, Waste, and Abuse

- 4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of any SLIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, including CSD. 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 parties affiliated with Contractor, concerning the misuse of any SLIHEAP funds.
- 4.13.2 Contractor shall provide Contractor's employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse associated with activities and funding covered by this Contract to the U.S. Department of Health and Human Services 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.

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FINANCIAL REQUIREMENTS

ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURE REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

- 5.1.1.1 Upon execution of this Contract CSD shall release the allocation as reflected in the allocation spreadsheet.
- 5.1.1.2 If the SLIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Fund Transfer Requirements

Subject to CSD approval, Contractor may transfer funds between each of the SLIHEAP components, e.g., Weatherization and Energy Crisis Intervention Program (ECIP) Emergency Heating and Cooling Services (EHCS).

- 5.1.2.1 Funding transfers that would increase amounts available for Weatherization above the amount reflected on the WX Program Subtotal Column of the allocation spreadsheet are prohibited.

5.1.2.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.3 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2026, and in accordance with the Agency Local Plan.

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5.1.4 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

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

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

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

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

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

5.2.3 HEAP Payments - Electric and Gas

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

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5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

5.3.1.1 WCA Requirements include the following standards:

- 5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;
- 5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of Section 5.3.1, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;
- 5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to \$500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on SLIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(11); and
- 5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly expense 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.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in [CPN-E-19-001](#), which is available online at the [CSD LAP](#).

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5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

- 5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);
- 5.3.1.3.2 Limited to purchase of items in excess of \$10,000;
- 5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;
- 5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);
- 5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;
- 5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and
- 5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to \$500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD.

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840(a), the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance

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allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all “program income” defined in 22 CCR § 100855(c) and pursuant to [CPN-A-18-01](#), as income that is generated or earned as a result of SLIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

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

5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Contractor shall expend program income for allowable program purposes in accordance with the requirements for expenditure of regular SLIHEAP funds.

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

5.4.3.3 Contractor’s unexpended program income will need to be returned at the close-out of this Contract.

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to SLIHEAP, the SLIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable SLIHEAP expenditures.

5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in [CPA-E-21-04](#), for services provided.

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Returned payments must not be entered into CSD's financial reporting system or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

- 5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:
 - 5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or
 - 5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.
- 5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.
- 5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.
- 5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.
- 5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.
- 5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.
- 5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.
- 5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

5.6.1 Cost Reporting

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- 5.6.1.1 All costs shall be reported using a “modified accrual” or “accrual” method of accounting.
- 5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.
- 5.6.1.3 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.

5.6.2 Administrative

5.6.2.1 General

- 5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.
- 5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
- 5.6.2.2 Contractor shall use Uniform Administrative Requirements as a guide for determining administrative costs.
- 5.6.2.3 Administrative Equipment More Than \$10,000—Acquisition Costs
 - 5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over \$10,000 per unit used for administrative purposes.
 - 5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than \$10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).
- 5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean costs incurred for out-of-state meeting, conferences or training that is critical to

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administering and/or maintaining SLIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Program Costs

5.6.3.1 General

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

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

Intake Costs shall include actual costs associated with assisting clients with completion of intake forms and conducting eligibility determinations. Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation. Outreach shall include those actual costs associated with outreach activities, development of outreach materials and implementation of strategies to promote awareness to the availability of services funded by this Contract.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP

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allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost.

- 5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.
- 5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, client education, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.
- 5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services (ACCES) Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.
- 5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.
- 5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out SLIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

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

Minor Vehicle and Field Equipment costs under \$10,000 per unit must follow all federal and state rules and regulations governing SLIHEAP pertaining to procurement standards.

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

CSD 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, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 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, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

5.6.3.7.2 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.

5.6.3.8 Liability Insurance

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

5.6.3.9 General Operating Costs

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

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5.6.3.10 Automation Costs

- 5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed \$50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with CSD's updated or new financial reporting system, Enterprise Combined Outcome Reporting Engine (eCORE), and Combined Outcome Reporting Engine (CORE) ("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.
- 5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.
- 5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract 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 must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements.
- 5.6.3.10.4 Contractors with multiple LIHEAP (including SLIHEAP) contracts for the same contract 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.
- 5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

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- 5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of \$50,000 may not be reimbursed by CSD.
- 5.6.3.10.7 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.
- 5.6.3.10.8 Upon approval by CSD, Contractor may procure from, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to, Hancock™ and ServTraq© System Users:
- 5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, Contractor shall ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;
- 5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and
- 5.6.3.10.8.3 Systems and services procured by Contractor in order to obtain Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable SLIHEAP contract requirements, and federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a

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manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this contract to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization 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, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling, and water heating repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the [CSD LAP](#).

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

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

“Service Territory” means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the

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single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

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

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

Note: If Contractor provides only some SLIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other SLIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for SLIHEAP services provided by Contractor in multiple Service Areas; or

5.7.2.2 Contractor provides only some of the SLIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above; or

5.7.2.4 Contractor has additional contracts with CSD for the provision of SLIHEAP, United States Department of Energy Weatherization Assistance Program (DOE WAP), or United States Department of Energy Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58) services in counties or service areas other than the county or service area to which this Contract applies.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

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- 5.7.3.2 Contractor shall, as requested by CSD, submit a SLIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.
- 5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.
- 5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:
 - 5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and
 - 5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.
- 5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant statute and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

- 5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are

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reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

- 5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when SLIHEAP, LIHEAP, and DOE or DOE IIJA funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

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

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures in accordance with the terms of this Contract.

5.8.3.3 Tank Repair

Contractor may claim reimbursement for the cost of tank repair separate from the HEAP WPO, ECIP WPO and Supplemental WPO payment as outlined in [CPA E-21-04](#) WPO Benefit Formula Implementation and subsequent CPA modifications.

5.8.4 Weatherization and EHCS Specific

- 5.8.4.1 Contractor may claim reimbursement for allowable Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

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

- 5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the

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subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

- 5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.
- 5.8.4.5 For emergency ECIP EHCS or CAS Hazards associated with Weatherization provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating, cooling, or water heating unit repaired or replaced per household.
- 5.8.4.6 Measure Reimbursement
 - 5.8.4.6.1 Measure Maximums
 - 5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.
 - 5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.
 - 5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS

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measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization.

5.8.4.6.2.2.2 If the useful life term has expired for measures previously installed, or other measures meet feasibility criteria, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for

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dwelling assessment only once when SLIHEAP, LIHEAP, and DOE or DOE IIJA funds are used concurrently in the same unit.

5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or SLIHEAP weatherization or DOE or DOE IIJA weatherization 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.

5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and 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.

5.8.4.6.3.2 Contractor must substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service

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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 in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

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

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

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

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, 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.

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

5.8.4.6.4.4 Duct repairs and replacements can only be

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charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs**5.8.4.6.5.1 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 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.

5.8.4.6.5.2 Wages – Program Management and Support

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

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of SLIHEAP Weatherization and EHCS program activity, 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,

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and coordination of subcontracted services.

5.8.4.6.5.3 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 Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

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

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and Fuel

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

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance, and vehicle usage to substantiate allowable travel costs related to and allocable to SLIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of

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potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' 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.

5.8.4.6.5.8 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 attributable 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.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance is a scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD

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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 Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by households ineligible for weatherization assistance at the time such services were provided.

5.8.4.7.1.4 ECIP EHCS

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

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and

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dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result 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.

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

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Managing Alternative Funding

Contractor may perform services and install energy efficiency and/or other 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, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when SLIHEAP or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among SLIHEAP, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

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5.8.4.7.4.3 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 SLIHEAP and the alternative funding source cannot exceed the installation cost and maximum reimbursement rate for the measure.

5.8.4.7.4.4 Individual measure leveraging is allowable involving the use of SLIHEAP funds and an alternative funding source in accordance with TRM Appendix D Energy Audit/Priority List Protocol, Section 5.0., Managing Alternative Funding.

5.7.3 SWEATS

5.7.3.1 Reimbursement shall be in accordance with [CPN-E-20-01](#) SWEATS Policy.

5.7.3.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with [CPN-E-20-02](#) PSPS Emergency Preparedness Pilot Policy and [CPN-E-02M3](#).

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ARTICLE 6 – REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

- 6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Enterprise Combined Outcome Reporting Engine (eCORE) on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

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

Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in CSD's financial reporting system. Expenditure Reporting should be done 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>.

- 6.1.1.1.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the SLIHEAP Monthly EHA 16 expense report via CSD's financial reporting system.
- 6.1.1.1.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the SLIHEAP Monthly Weatherization expense report via CSD's financial reporting system.
- 6.1.1.1.3 Contractor shall submit adjustments in accordance with [CPN-E-19-002](#).
- 6.1.1.1.4 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 Contractor shall ensure that the data reported in eCORE and the request for reimbursement reported into CSD's financial reporting system reconcile in accordance with [CPA-E-18-005](#).
- 6.1.1.3 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

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- 6.1.1.4 Contractor shall submit applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.
- 6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server 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.
- 6.1.1.6 Reporting System Requirements
 - 6.1.1.6.1 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 Contract such as but not limited to adjustments to the expense report layout, adding or deleting measures and adjusting eligibility guidelines.
 - 6.1.1.6.2 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 Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

- 6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

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- 6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);
- 6.1.2.3 The date (or dates) on which warranty and/or maintenance work was provided; and
- 6.1.2.4 List of the costs charged to the SLIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words “SWH Warranty and Maintenance Reports” in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

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 offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor’s performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.
- 6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

- 6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.
 - 6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the

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maximum allowable amounts.

- 6.1.4.1.2 Subsequent payments, including advance payments, for SLIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.
- 6.1.4.2 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 90 calendar days after Contractor fully expends or the end of the Contract term.
- 6.1.4.3 The close-out report shall include the following:
 - 6.1.4.3.1 SLIHEAP Close-out checklist and Certification of Documents Transmitted with authorized signature (CSD 733);
 - 6.1.4.3.2 SLIHEAP Close-Out Reconciliation Report (CSD 733F);
 - 6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and
 - 6.1.4.3.4 SLIHEAP Close-Out Equipment Inventory Schedule (CSD 733G).
- 6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, SLIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with [CPN-A-18-01](#) Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.
- 6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

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PROGRAMMATIC REQUIREMENTS

ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES

7.1 Agency Local Plan

- 7.1.1 CSD shall utilize the Contractor's approved LIHEAP Agency Local Plan for the 2026 LIHEAP contract to support the gathering of necessary planning information to enable CSD's compliance with SLIHEAP block grant requirements and guide the planning and administration activities and services funded by this contract. Where necessary, Contractor shall modify its LIHEAP Agency Local Plan to reflect changes to plans directing the administration of funds and services associated with both the 2026 LIHEAP and SLIHEAP contract funds.
- 7.1.2 Contractor shall ensure proposed services and activities are in compliance with federal and State law governing the SLIHEAP block grant.
- 7.1.3 The application of the Contractor's approved LIHEAP Agency Local Plan does not constitute approval of any costs expended under this Contract. Contractor shall ensure all expenditures comply with federal and state requirements that the actual costs are allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

- 7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:
 - 7.2.1.1.1 CSD Technical Reference Manual (TRM);
 - 7.2.1.1.2 ECIP Policy and Procedures;
 - 7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;
 - 7.2.1.1.4 Current Eligibility and Verification Guide;
 - 7.2.1.1.5 Weatherization DTR;
 - 7.2.1.1.6 Utility Assistance Data Transfer Business Rules: and

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7.2.1.1.7 CSD Training Policies and Procedures Manual (TPPM).

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

7.2.2 Regulations

7.2.2.1 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.

7.2.2.2 Contractor shall ensure that all work performed complies with the 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, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall comply with 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-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall conform with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

7.2.2.5 All materials used must comply with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 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.

7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas.

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Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. 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.

- 7.2.3.3 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.
- 7.2.3.4 Contractor shall ensure the HERS Rater is an independent entity from the Contractor or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and has no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

- 7.2.4.1 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.
- 7.2.4.2 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.
- 7.2.4.3 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.
- 7.2.4.4 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.
- 7.2.4.5 Contractor shall document notification to tenants of multi-unit housing

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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.

7.3 Prioritization of Services

- 7.3.1 Contractor shall conduct ECIP, HEAP, and Weatherization activities in accordance with the Agency Local Plan in Article 14.
- 7.3.2 Contractor shall design activities to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

7.4 Service Priority Guidelines

- 7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.
- 7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

- 7.4.3 Due to limited funding, contractors are discouraged from providing either:
 - 7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
 - 7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP or SLIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under

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this program.

7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

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

7.5.2 Intake

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

- 7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;
- 7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to SLIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;
- 7.5.2.3 Accept applications for assistance during regular business hours;
- 7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;
- 7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;
- 7.5.2.6 Ensure that all sites where intake is conducted are accessible to the disabled;
- 7.5.2.7 Utilize the [Energy Intake Form \(CSD 43\)](#), or approved Contractor's equivalent, as a multipurpose form for referrals to the SLIHEAP

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Weatherization program, the ECIP EHCS program, HEAP, and DOE or DOE IJA program; and

- 7.5.2.8 If Contractor opts to “pre-screen” applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor’s equivalent, Contractor must apply income guidelines and Contractor’s Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant’s circumstances and status. Energy Intake Form (CSD 43) or approved Contractor’s equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

- 7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.
- 7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.
- 7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.
- 7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.
- 7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

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7.6 Assurance 16 Activity Guidelines

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

7.6.1 Needs Assessment

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 7.

7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 7. As a minimum Contractor shall include the following:

- 7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;
- 7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and
- 7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

- 7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.
- 7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

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- 7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, “A Brief Guide to Mold, Moisture, and Your Home.”
- 7.6.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.
- 7.6.3.5 Contractor shall provide all clients with the EPA pamphlet, “A Citizen’s Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon.”
- 7.6.3.6 Contractor shall provide the California Department of Public Health fact sheet “About Asbestos in the Home and Workplace”.

7.6.4 Coordination

- 7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP or SLIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, DOE IJIA, or other energy or conservation programs. Contractor shall coordinate their activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.
- 7.6.4.2 Contractor shall provide assistance in coordinating the payment of client’s energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California’s low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission’s Low-Income Oversight Board Committee meetings.

7.7 Leveraging Activities

- 7.7.1 When ECIP EHCS services are provided, Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.
- 7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.
- 7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program

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requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

- 7.7.4 If Contractor is leveraging with DOE or DOE IIJA, leveraging shall comply with TRM requirements.
- 7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source 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 SLIHEAP standards and practices.

7.8 Record-Keeping Responsibilities

- 7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, 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.
- 7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.
- 7.8.3 Contractor shall make a reasonable effort to collect the completed [Account Holder Authorization and Consent Form \(CSD 081\)](#) 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.
- 7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include the following documentation, when applicable:

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- 7.8.4.1 For Public Agencies only: [Statement of Citizenship or Non-Citizenship Status for Public Benefits, \(CSD 600\)](#), and supporting documents;
 - 7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;
 - 7.8.4.3 [Multi-Family Property Intake \(CSD 43 MFP\)](#) or approved Contractor's Equivalent;
 - 7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;
 - 7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;
 - 7.8.4.6 [Client Education Confirmation of Receipt \(CSD 321\)](#) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;
 - 7.8.4.7 Client denial or approval notification; and
 - 7.8.4.8 Account Holder Authorization and Consent Form (CSD 081) – Only requested when the client is not the account holder of the utility bill.
- 7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

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

- 7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and
 - 7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with [CPA-E-21-04](#) and [CPA-E-21-04M](#) WPO Benefit Formula Policy.
 - 7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.
- 7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

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

- 7.8.6.1 CSD Dwelling Assessment which includes: [Dwelling Assessment \(CSD 540\)](#), [Weatherization Mold Assessment and Release Form \(CSD 540A\)](#), [Customer Assessment Summary \(CSD 540B\)](#), Mechanical Ventilation Calculation ASHRAE 62.2 (CSD 540C), [Mechanical Ventilation Assessment Form \(CSD 540D\)](#), and CSD Single-Family Refrigerator SIR Calculation Sheet & CSD Weatherization Program – Multi-Family Refrigerator SIR Calculation Sheet/Data Collection Sheet (CSD 540E) or approved Contractor’s equivalent;
- 7.8.6.2 Appliance Safety Inspection (CASIF) series which includes: [Combustion Appliance Safety Inspection Form \(CSD 700\)](#), [Combustion Appliance Safety Interim Form \(CSD 700B\)](#) or [Combustion Applicant Safety – Appliance R&R Form \(CSD 700C\)](#);
- 7.8.6.3 [Shell Leakage Data Sheet \(CSD 704\)](#);
- 7.8.6.4 [Duct Test Data Sheet \(CSD 706\)](#);
- 7.8.6.5 [CSD Deferral \(CSD 542\)](#) and other source documentation supporting deferrals and appeals;
- 7.8.6.6 [Notice of Weatherization/Renovation \(CSD 320\)](#) or approved Contractor’s equivalent;
- 7.8.6.7 [ECIP EHCS Assessment Form \(CSD 57\)](#);
- 7.8.6.8 [Record of Tenant Notification Procedures \(CSD 322\)](#) or approved Contractor’s equivalent;
- 7.8.6.9 [Energy Service Agreement for Occupant \(CSD 515A\)](#) or approved Contractor’s equivalent;
- 7.8.6.10 [Energy Service Agreement for Rental Property Owner \(CSD 515B\)](#) or Contractor’s equivalent;
- 7.8.6.11 [Agency Weatherization Inspection Report \(CSD 611\)](#);
- 7.8.6.12 [Multi-Unit Dwelling Eligibility Certification \(CSD 75P\)](#) or approved Contractor’s equivalent;
- 7.8.6.13 Client confirmation of work completed;

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- 7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;
- 7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;
- 7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;
- 7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;
- 7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;
- 7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;
- 7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;
- 7.8.6.21 Documentation referring to CSD or non-CSD weatherization;
- 7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);
- 7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;
- 7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;
- 7.8.6.25 Photographic documentation as required by the CSD TRM;
- 7.8.6.26 Initial and Final REM/Design Building File Reports (BFR) and Improvement Analysis Reports (IAR) in each client file and retention of electronic audit file;
- 7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

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7.8.6.28 [Lead-Based Paint Regulatory Compliance Report \(CSD 708\)](#);

7.8.6.29 [Notice of Survey by Electrical Contractor \(CSD 543\)](#);

7.8.6.30 [REM/Design Energy Audit Entry Input Form \(CSD 544\)](#);

7.8.6.31 [Insulation Certificate \(CSD 610\)](#); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

7.8.8 Contractor shall maintain the required documents for each applicant receiving services under SWEATS in accordance with [CPN-E-20-01](#) SWEATS Policy.

7.8.9 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 foreign language.

7.8.10 Weatherization and ECIP EHCS

7.8.10.1 Labor and Materials

7.8.10.1.1 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 and ECIP EHCS programs can be substantiated.

7.8.10.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.10.1.3 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 state, county, or local regulations.

7.8.10.2 Training

Contractors who perform weatherization and ECIP EHCS 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. CTP is maintained and accessed

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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 and ECIP EHCS training received for each employee and includes information on each training session, course, training source, location, course content, and completion date.

Completed training records include, but are not limited to, employee legal name, hire date, email, and completion of each training course, the source/location, type/content, completion date, certificates of completion, and completion of training records.

- 7.8.10.3 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 requests, approving training, monitoring training transcripts, uploading licensing and certifications, and monitoring training expirations.
- 7.8.10.4 The On-the-Job Training application page will be migrated from a separate link on the CSD Local Agencies Portal to integrate with the CSD Training Portal. CSD will notify agencies through a notice on the Local Agencies Portal when that function of the portal becomes available.
 - 7.8.10.4.1 CSD shall maintain all training records in the CSD Training Portal for trainings completed through the CSD E-Learning, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.
 - 7.8.10.4.2 Contractor shall upload training certificates (or other proof of training completion) in the CSD Training Portal for certifications or trainings provided by third parties. Examples include Contractor licensing from the California Contractors State License Board, and individual employee Building Performance Institute (BPI) certifications, EPA Renovator certification, or other required training as designated by CSD.
 - 7.8.10.4.3 Contractor shall be responsible for maintaining the required training records in the same manner for their subcontractors as for the Contractor employees.
 - 7.8.10.4.4 Contractor and subcontractors must input new field personnel into CSD's Training Portal within three days of hire. Contractor and subcontractors shall update the CSD Training Portal in a timely manner, with employee completed course

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information and/or uploaded certifications on or before the first (1st) day of each subsequent month following the completion of training.

7.8.10.5 Equipment

- 7.8.10.5.1 Contractor shall ensure its employees 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.
- 7.8.10.5.2 Contractor shall ensure its employees and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.
- 7.8.10.5.3 Contractor shall ensure its employees and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.10.6 Energy Audits

- 7.8.10.6.1 Contractor shall maintain electronic records generated from the CSD approved energy audit software for the required period of three 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.
- 7.8.10.6.2 Contractor shall make all records generated from the energy audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of an inspection or monitoring.
- 7.8.10.6.3 Contractor shall submit all energy audits through the Energy Audit Dashboard, including the initial audit submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:
 - 7.8.10.6.3.1 Changes in measure cost between initial work

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scope estimates and actual installation cost;

7.8.10.6.3.2 Input of final duct and/or shell leakage readings to replace estimated leakage used for the initial improvement analysis;

7.8.10.6.3.3 Changes to the final scope of work; including any decisions related to measure leveraging.

7.8.11 Automation

7.8.11.1 Contractor shall use an automated application system capable of supporting SLIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) 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 CORE and eCORE DTR layout found at the Reporting tab on the CSD Lap found here: <https://agencies.csd.ca.gov/home/Reporting/Pages/default.aspx>.

Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture SLIHEAP service detail. Contractor shall ensure that adequate files are maintained as required in Section 7.8.

7.8.11.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detailed level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.11.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures, and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

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ARTICLE 8 – PROGRAM IMPLEMENTATION

8.1 HEAP/WPO 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 60% of the State median income; or

7.8.11.4 Assistance shall be provided to households that are categorically eligible, if any member of the household is receiving CalFresh or CalWORKs at the time of application, regardless of income level.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Contractor may only provide eligible households with one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to providing one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, Contractor may provide eligible households with ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with [CPA-E-21-04](#) WPO Benefit Formula Implementation.

8.1.4 Contractor must ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

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- 8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;
- 8.1.5.3 CSD will not make payments to clients for WPO assistance; and
- 8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- 8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- 8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines

- 8.2.1 Applicant Eligibility
 - 8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income; or
 - 8.2.1.2 Assistance shall be provided to households that are categorically eligible, if any member of the household is receiving CalFresh or CalWORKs at the time of application, regardless of income level.
 - 8.2.1.3 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.
 - 8.2.1.4 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.
 - 8.2.1.5 The income certification shall remain in effect for a period of 12 months from the date applicants are deemed eligible for services.
 - 8.2.1.6 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.
 - 8.2.1.7 In the event the Contractor is unable to commence the assessment and

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weatherization service delivery during the 12-month income certification period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

- 8.2.1.8 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

- 8.2.2.1 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 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.

8.2.2.2 Permission to Provide Services

- 8.2.2.2.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the [Service Agreement for Rental Property Owner \(CSD 515B\)](#) or approved Contractor's equivalent.

- 8.2.2.2.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.3 Rent Increase Restrictions

- 8.2.2.3.1 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.

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8.2.2.3.2 Contractor shall provide tenants a written summary of these conditions with the current telephone number of the Contractor and 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.

8.2.2.3.3 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.

8.2.2.4 Multi-Unit Dwellings

8.2.2.4.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.4.1.1 Are eligible dwelling units, or

8.2.2.4.1.2 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.

8.2.2.4.2 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.

8.2.2.4.3 Contractor shall complete a Multi-Unit Dwelling Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.4.4 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

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eligibility by the owner/manager of the occupants of the building is not acceptable.

- 8.2.2.4.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.5 Previously Weatherized Dwellings

- 8.2.2.5.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.6 below.
- 8.2.2.5.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.
- 8.2.2.5.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract, and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.
- 8.2.2.5.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures.

8.2.2.6 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.7 Ineligible Dwellings

- 8.2.2.7.1 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.

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8.2.2.7.2 Contractor shall not weatherize any dwelling under this Contract 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 \(CSD 515A\)](#) or [Service Agreement for Rental Property Owner \(CSD 515B\)](#).

8.2.2.7.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, or hospital, may be weatherized under this Contract.

8.2.2.7.4 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. 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.

8.2.2.7.5 Shelters/Homeless Individuals

Maximum reimbursement will be based on the unit otherwise qualifying as a multi-unit structure. For the purpose of determining how many dwelling units exist in a shelter, a grantee 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. 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.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.2 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.3 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.3.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

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- 8.2.3.3.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.
- 8.2.3.4 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.
 - 8.2.3.4.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.
 - 8.2.3.4.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.
- 8.2.3.5 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.
- 8.2.3.6 The minimum number of weatherization measures may be leveraged or cost-shared with alternative funding as defined in Section 5.8.4.7.4. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.
- 8.2.3.7 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.
- 8.2.4 Dwelling Assessments
 - 8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.
 - 8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.
 - 8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.
 - 8.2.4.4 Contractor shall ensure job separation between staff performing

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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.

- 8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of 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.
- 8.2.4.6 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.
- 8.2.4.7 Dwelling Assessment Performance
 - 8.2.4.7.1 Dwelling assessments shall include the following required activities:
 - 8.2.4.7.1.1 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 of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;
 - 8.2.4.7.1.2 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; and
 - 8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics

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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.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS § 100101 et seq. & § 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 SLIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 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.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall initiate the Historic Preservation Review process pursuant to [DOE WAP ARRA No. 010](#).

8.2.4.7.3 Combustion Appliance Safety (CAS) Diagnostic Testing

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is

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hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and Contractor should refer the applicant to the local Housing and Community Development Department, or other similar organizations or programs.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Deferral (CSD 542).

8.2.4.7.4.2 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.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. 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 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.

8.2.5 Duct and Shell Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes, and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist,

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Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 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.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented and placed in file); or

8.2.6.3.5 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Optional Measures need not be installed in priority order.

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8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures shall be installed.

8.2.6.8 Once feasible Mandatory Measures are installed, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 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.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:

8.2.6.9.2.1 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.

8.2.6.9.2.2 For those conditions where a true crisis exists,

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and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 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.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform

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to Title 24 requirements.

- 8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

- 8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing a CSD-approved Energy Audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

- 8.2.7.2 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) incorporated by reference to this Contract and available on the CSD Local Agencies Portal website at
<https://agencies.csd.ca.gov/home/Energy/Pages/Weatherization.aspx>.

- 8.2.7.3 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).

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, a copy of the written 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.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve an emergency as defined in 42 USC § 8622(1), including:

- 8.3.1.1 A natural disaster (whether or not officially declared),
- 8.3.1.2 A significant home energy supply shortage or disruption,
- 8.3.1.3 An official declaration of a significant increase in:

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- 8.3.1.3.1 Home energy costs;
- 8.3.1.3.2 Home energy disconnections;
- 8.3.1.3.3 Enrollment in public benefit programs; or
- 8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

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

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

- 8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and
- 8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor shall provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the

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adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 Contractor shall provide ECIP Fast Track and WPO Services in accordance with the Agency Local Plan in Article 7.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Contractor shall provide assistance only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall retain appropriate documents in each applicant's file establishing applicant eligibility.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622(1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

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8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

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

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due

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balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed \$1,500. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed \$1,500.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 7 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with [CPA-E-21-04](#) and [CPA-E-21-04M](#) WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed \$1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed \$1,000.

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8.3.3.5.3 CSD shall establish and administer a supplemental benefit to cover delivery fees or other additional costs assessed by WPO fuel vendors. These additional charges may vary and are not consistent across fuel vendors. The supplemental benefit is in addition to the standard WPO fuel benefit and shall not exceed \$500 per household. Refer to CPA-E-21-04 and CPA-E-21-04M for allowable uses of the supplemental benefit.

8.3.3.5.4 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.5 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

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8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

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

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and

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Procedures.

8.3.5 Natural Disasters

- 8.3.5.1 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.
- 8.3.5.2 The occupant shall be certified as currently eligible, and a dwelling assessment shall be performed.
- 8.3.5.3 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.

8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

- 8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.
- 8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1 of Section 6.1.
- 8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.
- 8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.5 SWEATS and PSPS Activity Guidelines

- 8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable SLIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. SWEATS services are further defined in guidance memorandum [CPN-E-20-01 SWEATS Policy](#), and services shall be administered in accordance with guidelines, reimbursement provisions, and other information issued by CSD during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with [CPN-E-20-01](#).

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- 8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with [CPN-E-20-02](#) PSPS Emergency Preparedness Pilot Policy and [CPN-E-20-02M3](#).

8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance shall be documented on the [CSD Dwelling Assessment Form \(CSD 540\)](#) and [CSD Post Inspection Form \(CSD 611\)](#) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

- 8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.
- 8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the [Agency Weatherization Inspection Report \(CSD 611\)](#) and maintained in the client file. The following shall constitute a reasonable effort:
- 8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or
- 8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.
- 8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:
- 8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

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- 8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;
- 8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;
- 8.6.2.3.4 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; and
- 8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.
- 8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet 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 reported and coincided with the reported data on the Shell Leakage Datasheet (CSD 704) and Duct Leakage Datasheet (CSD 706); measured insulation R-values, accurate reported efficiencies and costs of heating/cooling and water heating appliance efficiency installations; and that the costs billed do not exceed the improvement costs identified in the Improvement Analysis Report.
- 8.6.2.3.7 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.
- 8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.
- 8.6.2.5 If Contractor subcontracts Post-Weatherization 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:

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- 8.6.2.5.1 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 Post-Weatherization Inspection such as the cost of the inspection, administration, and travel costs of subcontractor.
- 8.6.2.5.2 Subcontractors that are part of CSD's network of SLIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization 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.
- 8.6.2.6 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 Contract.
- 8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of 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 post-weatherization inspection.
- 8.6.2.8 The Quality Assurance Inspector 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.
- 8.6.3 Third-Party Inspections
 - 8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.
 - 8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide equipment to the inspector. When possible, Contractor shall make corrections during

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the client inspection visits.

- 8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.
- 8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.
- 8.6.3.5 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.

8.6.4 Noncompliance

- 8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve an identified Fail or Hazardous Condition in accordance with the TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Fails or Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Fails and Hazard Fails remains unresolved.
- 8.6.4.2 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.
- 8.6.4.3 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

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the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 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 documents:
 - 9.1.1.1 CSD TRM;
 - 9.1.1.2 CSD Training Policies and Procedures Manual (TPPM);
 - 9.1.1.3 Other applicable policies and procedures;
 - 9.1.1.4 Official State and Federal Program Notices;
 - 9.1.1.5 Current CSD Field Forms; and
 - 9.1.1.6 Required Training Materials

9.2 Contractor Licensing

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

- 9.2.1 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;
- 9.2.2 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);
- 9.2.3 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.
- 9.2.4 Contractor is responsible for ensuring that all subcontractors have active licensing

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and are in good standing for the duration of the subcontract; and

9.2.5 Contractor shall immediately notify CSD when any changes in licensing occur.

9.3 Special Licensing - Weatherization

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

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: 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.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing with the CSLB for the duration of the subcontract.

9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 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 and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, TRM training, contract review webinars, monitoring trainings, and other trainings CSD deems mandatory. CSD will provide notice of mandatory training to Contractor via announcement posted on the LAP, at least 10 business days prior to the date the mandatory training is scheduled to occur.

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COMPLIANCE REQUIREMENTS

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 who is conducting a monitoring visit, audit, or an investigation in accordance with 42 USC § 8627 and Cal. Gov. Code § 16366.7, as amended.

10.1.2 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.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627, as amended, and 45 CFR Part 75 (including § 75.342 and § 75.352).

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract 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 in 2 CFR Part 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 Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at the [CSD LAP](#).

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Contract shall be included in an audit

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conducted in accordance with the provisions of 2 CFR Part 200 Subpart F – Audit Requirements, 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. Please note: February 2024 revision of Government Auditing Standards is effective for financial audits, attestation engagements, and reviews of financial statements for periods beginning on or after December 15, 2025, and for performance audits beginning on or after December 15, 2025.

- 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-day written notice.

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-day written notice. In addition, agencies will be required to submit an email to 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. All SLIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year’s single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and Contractor’s fiscal year. 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 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:

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audits@csd.ca.gov

10.2.5 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose a high-risk designation and additional conditions, as described in [CPN-A-24-01 - Single Audit Requirements](#) and 22 CCR § 100875.

10.2.6 Collection of Disallowed Costs based on an Audit Transmittal Report (TR)

10.2.6.1 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 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owing, CSD's Fiscal Accounting Services Unit (FASU) will send an invoice. Contractor will tender payment to FASU or a repayment plan acceptable to FASU.

10.2.6.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.6 shall be in writing.

10.2.6.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.6.

10.3 Compliance Monitoring

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

10.3.2 As the administrator of the SLIHEAP block grant for the State, CSD is required to ensure that funds allocated are expended for the purposes identified in federal law and state law and are allowable and allocable costs pursuant to this contract.

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

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site

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and/or in-house monitoring reviews of Contractor's program or fiscal performance.

- 10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.
- 10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.
- 10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.
- 10.3.8 Contractor shall cooperate with CSD, including its 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 Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection 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:
- 10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which SLIHEAP 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."
- 10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/or the investigative entities or persons referenced in Section 10.1.1, 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 SLIHEAP guidelines.
- 10.3.8.3 For purposes of this Section 10.3.8:
- 10.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement

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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.

10.3.8.3.2 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.

10.3.8.4 Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no SLIHEAP 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.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 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:

10.3.8.5.1 Contractor has not submitted duplicate billings to both SLIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 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.

10.3.10 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.

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10.3.11 Collection of Disallowed Costs

- 10.3.11.1 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.
- 10.3.11.2 *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.
- 10.3.11.3 *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 subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 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 subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.
- 10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.
- 10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued SLIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. 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 Contract.

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10.4.2 General

The authority for CSD Enforcement Actions, as defined in Section 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 Uniform Administrative Requirements, and in state regulations (see 22 CCR § 100875). Contractor agrees that: 1) the present article 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 Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor’s noncompliance constitutes a material breach of the Contract, 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 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 Contract 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 obligations over the term of the Contract or a significant

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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 Section 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;
 - 10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

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- 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 expeditiously, and will not unduly cause delay or otherwise

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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 subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract 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 shall cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors

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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 subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 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 subsection 10.4.4.6. 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 subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 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

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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 Contract 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 Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of SLIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond

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Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Section 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 future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

10.5.2.1 Contractor shall be at 99% expenditure of the Contract by May 31, 2027.

10.5.2.2 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by May 31, 2027, for each program category, including capped budget items.

10.5.2.3 Contractor shall submit timely expenditure reports that allow CSD to evaluate Contractor's ability to meet the May 31, 2027, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.2.4 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by May 31, 2027, the Contractor will notify the CSD no later than May 10, 2027 requesting to expend beyond May 31, 2027.

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CERTIFICATIONS AND ASSURANCES

ARTICLE 11 – FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract 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 Contract. To access these documents, please visit the [CSD LAP](#).

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 SLIHEAP funds and assures compliance with the purposes as set forth in 42 USC § 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act

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of 1996 (PRWORA) (Public Law 104-193), as amended, and Executive Order W13596, 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, 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 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)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

- 11.2.4 Federal Funding 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 SLIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements including information regarding executive compensation and all subawards, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

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

- 11.2.4.1 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that “shall be used to pay the salary of an individual, through the grant or other extramural mechanism” including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/executive-senior-level> under the “Rates of

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Pay for the Executive Schedule” link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entity’s organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the “Trafficking Victims Protection Act of 2000” (22 USC § 7104). The full text of this requirement can be found at <https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

11.2.6 Prohibition on Expending HHS Award Funds for Covered Telecommunications Equipment or Services. Pursuant to the “Prohibition on certain telecommunications and video surveillance services or equipment” ([2 CFR § 200.216](#)), contractors are prohibited from expending grant funds on “equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)”.

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

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

- 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. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at Sam.gov;
- 11.3.2 Have not within a three year period preceding this Contract 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

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- 11.3.4 Have not within a three-year period preceding this Contract 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 Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion, may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low Income Home Energy Assistance Program.
- 11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

11.4 Affirmative Action Compliance

- 11.4.1 Each contractor or subcontractor with 50 or more employees and a 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 Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations 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 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 certifies that it 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

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amended (38 USC § 4211 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 (41 CFR Subtitle B, Chapter 60, as amended);

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

11.5.2.6 Age Discrimination Act of 1975 (42 USC §§ 6101 et seq.); and

11.5.2.7 Title 45 CFR Part 80.

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 will 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 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

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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 Contract shall be American made.

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: 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) (63 FR 71225, codified at 40 CFR Parts 266 & 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 Contract.

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 Contract.

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 Contract or any other fund, programs, projects, or activities that flow from this Contract.

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 the HHS (45 CFR Part 93, Appendix A).

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ARTICLE 12 – GENERAL TERMS AND CONDITIONS GTC 02/2025

The California General Terms and Conditions (GTC 02/2025), hereby incorporated into this Contract by reference, is available at the following web address:

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

Click the “GTC 02/2025” link to download the current requirements.

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ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, 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.

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.

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.

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.

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 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.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in TRM. Warranty corrections apply to both the LIHEAP, SLIHEAP and DOE or DOE IIJA weatherization programs.

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

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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.

Categorically Eligible: Certain households will be determined “categorically eligible” to participate in LIHEAP without consideration for income, as long as the household meets all the eligibility criteria. This policy only applies to households receiving CalWORKs and CalFresh.

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 have not attained their 19th birthday.

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 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 of the Standard Agreement (STD 213) of this Contract.

CORE: Combined Outcome Reporting Engine (CORE) System: Software used by CSD’s Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

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

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

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

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 Services: The portion of the SLIHEAP funding to carry out the provisions of SLIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

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; 42 USC § 6801). 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 or DOE IIJA and LIHEAP and SLIHEAP 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.

EHA-16: A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly: An individual 60 years of age or older.

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

Emergency: Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

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

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

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

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

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 associated with the inspection.

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

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.

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.

Health and Safety Measures: A category of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

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

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 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

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Intake Date: The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund SLIHEAP Direct Services and Utility Assistance program activity under this Contract.

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

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

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

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

Life-Threatening: Applicant is without heating, cooling, or utility service during extreme weather conditions, as determined by the local administrative agency. This may include energy-related situations that pose a threat to the health and safety of one or more members of the household.

Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment \$10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing SLIHEAP pertaining to procurement standards.

Materials: Materials are those allowable items that are installed in or on the dwelling. 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 of the Standard Agreement (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, CSD's financial reporting system, and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under \$10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing SLIHEAP 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.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE, DOE IIJA or SLIHEAP 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 SLIHEAP. 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.

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

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD 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: Is defined by 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 nonprofit organizations. 501(c)(3) exemptions may apply to corporations,

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and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

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

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

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 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 2 CFR § 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 2 CFR § 200.407. See also 35 U.S.C. §§ 200-212 “Disposition of Rights in Educational Awards,” which applies to inventions made under Federal awards.

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

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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 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, CSD's financial reporting system 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.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. A single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

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

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

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.

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

Utility Assistance Funding: The portion of SLIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

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

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

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, and attendance at weatherization-related training to include IT 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 participation 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 - FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents, all of which are hereby incorporated into this Contract by reference, are available on the CSD Local Agencies Portal at <https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx>.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 [Agency Staff and Board Roster \(CSD 188\)](#);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2026 SLIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 [Public Website Update Form \(CSD Form 251\)](#).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2026 SLIHEAP Numbers, Contractors, and Service Areas;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5100, 5300.5 and 5340 at <http://sam.dgs.ca.gov/TOC/5300.aspx>;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Supplemental Audit Guide;

14.2.6 CSD Training Policies and Procedure Manual (TPPM);

14.2.7 Direct Pay Utility Pledge Timeframe;

14.2.8 Technical Reference Manual (TRM); and

14.2.9 Eligibility & Verification Guide

14.2.10 [CORE Application Processing Policy](#)

14.3 The following CPAs and CPNs are hereby incorporated by reference

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- 14.3.1 Program Procedure Guidance with NCB Procurement Worksheet; [CPN-A-17-01](#) Equipment Use and Disposition Requirements;
- 14.3.2 [CPN-A-18-01](#) Program Income;
- 14.3.3 [CPA-E-18-005](#) Expenditure Reconciliation Policy and Procedure
- 14.3.4 [CPN-E-19-001](#) Working Capital Advance;
- 14.3.5 [CPN-E-19-002](#) Energy Reimbursement Policies and Procedures;
- 14.3.6 [CPN-E-20-01](#) SWEATS Policy;
- 14.3.7 [CPA-E-20-01E](#) Guidance and Program Relief for LSPs Impacted by COVID-19
- 14.3.8 [CPN-E-20-02](#) PSPS Emergency Preparedness Pilot Policy Modification;
 - 14.3.8.1 [CPN-E-20-02E](#) PSPS Emergency Preparedness Pilot Policy Errata
 - 14.3.8.2 [CPN-E-20-02M](#) PSPS Emergency Preparedness Pilot Policy Modification
 - 14.3.8.3 [CPN-E-20-02M2](#) PSPS Emergency Preparedness Pilot Policy Modification
 - 14.3.8.4 [CPN-E-20-02M3](#) PSPS Emergency Preparedness Pilot Policy
- 14.3.9 [CPN-E-20-05](#) Transferring Funds
- 14.3.10 [CPA-E-21-04M2](#) WPO Benefit Formula Implementation Plan
 - 14.3.10.1 [CPA-E-21-04M](#) WPO Benefit Formula Policy Modification
- 14.3.11 [CPA-E-23-04](#) Establishment of Confirmation ID Codes to Facilitate the Validation and Reporting of Eligible DOE Dwellings
- 14.3.12 [CPN-E-23-08](#) Previously Weatherized Dwelling Verification
 - 14.3.12.1 [CPN-E-23-08M1](#) Previously Weatherized Dwelling Verification
- 14.3.13 [CPN-E-23-09](#) Categorical Eligibility Implementation for CalWORKS and CalFresh Recipients

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- 14.3.14 [CPA-E-24-01](#) 2024 Blended Rates, DOE WAP Memo 123 Integration, and Related Weatherization Form Updates
- 14.3.15 [CPN-E-24-01](#) Revised Technical Reference Manual and Related Weatherization Forms
 - 14.3.15.1 [CPN-E-24-01E](#) Revised Technical Reference Manual and Related Weatherization Forms Errata
- 14.3.16 [CPA-E-24-02](#) Revised Energy Audit Submittal Process
- 14.3.17 [CPN-E-24-03](#) Measure Matrix Updates
- 14.3.18 [CPN-E-24-04](#) Training Policies and Procedures Manual Revisions
- 14.3.19 [CPA-E-24-05](#) Certification Date Validation Timeframe
- 14.3.20 [CPA-E-24-06](#) Veteran Status and Affiliation Data Collection
- 14.3.21 [CPA-E-24-07](#) Discontinuation of One Payment Over Practice
- 14.3.22 [CPA-E-25-01](#) 2025 Blended Rates and Related Weatherization Form Updates
- 14.3.23 [CPA-E-25-02](#) Removal of Previously Issued CSD Energy Division Program Advisories and Program Notices from the Local Agencies Portal (LAP)
- 14.4 The following guidance is incorporated by reference:
 - 14.4.1 [ECIP Policies and Procedures](#) (rev. 2/1/08)
 - 14.4.2 [DOE WAP ARRA No. 10](#) – National Historic Preservation Act – SHPO – Historical Review