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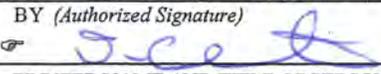
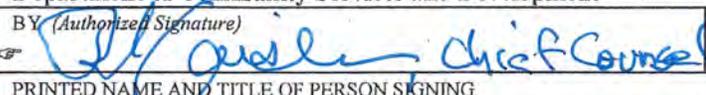
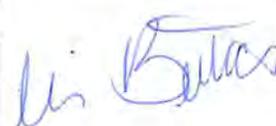
AGREEMENT NUMBER 16B-4007	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
Department of Community Services and Development
CONTRACTOR'S NAME
El Dorado County Health and Human Services Agency
2. The term of this Agreement is : **January 1, 2016 through January 31, 2017**
3. The maximum amount of this Agreement is: **Total \$1,963,983.00**
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - A. The maximum amount of this Agreement payable to Contractor by the State has changed from \$1,087,043.00 to \$1,963,983.00, reflecting an increase of \$876,940.00.
 - B. Part II Article 4, Article 5, Article 7, and Subpart G are deleted in their entirety and replaced with the attached Part II Article 4, Article 5, Article 7, and Subpart G.
 - C. Forms CSD 557D (Weatherization Budget), CSD 537E (EHA-16 Program Budget), CSD 622 (Performance and Expenditure Benchmark), and CSD 536 (Out-of-State Travel Form) are deleted in their entirety and replaced with new Forms CSD 557D (Weatherization Budget), CSD 537E (EHA-16 Program Budget), CSD 622 (Performance and Expenditure Benchmark), and CSD 536 (Out-of-State Travel Form).*

All other terms and conditions shall remain unchanged.

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. The complete Agreement can be accessed at <https://providers.csd.ca.gov/>.

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) El Dorado County Health and Human Services Agency	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 5/2/2016
PRINTED NAME AND TITLE OF PERSON SIGNING Don Ashton, MPA, Director, Health and Human Services Agency	
ADDRESS 3057 Briw Rd #A, Placerville, CA 95667	
STATE OF CALIFORNIA	
AGENCY NAME Department of Community Services and Development	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/1/16
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Deputy Director, Administrative Services	
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833	
<p><i>"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."</i></p> 	
<input type="checkbox"/> Exempt per _____	

State of California
 Department of Community Services and Development
 Total 2016 LIHEAP Contract
 Facesheet

County/Service Territory	Direct Services								Total Contract Allocation	
	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		
1 Alameda County - Spectrum Community Services, Inc.	16B-4001	622,137	432,489	1,054,626	214,741	216,184	1,237,996	1,668,921	1,341,162	4,064,709
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA										
Amador County		36,241	25,193	61,434	12,509	12,593	61,599	86,701	88,643	236,778
Calaveras County		53,613	37,270	90,883	18,506	18,630	113,354	150,490	108,908	350,281
Tuolumne County		101,339	70,448	171,787	34,979	35,214	201,656	271,849	218,460	662,096
Service Territory Total	16B-4002	191,193	132,911	324,104	65,994	66,437	376,609	509,040	416,011	1,249,155
3 Butte County - CAA of Butte County, Inc.	16B-4003	345,287	240,032	585,319	119,181	119,983	1,016,319	1,255,483	415,116	2,255,918
4 Colusa Service Territory - Glenn County Health and Human Services Agency										
Colusa County		46,824	31,216	78,040	16,585	16,696	89,147	122,428	113,460	313,928
Glenn County		66,528	44,352	110,880	23,564	23,722	132,418	179,704	155,447	446,031
Trinity County		49,429	32,953	82,382	17,508	17,626	171,104	206,238	42,776	331,396
Service Territory Total	16B-4004	162,781	108,521	271,302	57,657	58,044	392,669	508,370	311,683	1,091,355
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	16B-4005	532,796	370,382	903,178	183,903	185,140	485,933	854,976	1,722,853	3,481,007
6 Del Norte County - Del Norte Senior Center, Inc.	16B-4006	105,019	73,006	178,025	36,249	36,493	252,514	325,256	182,855	686,136
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency										
Alpine County		4,176	2,903	7,079	1,442	1,451	10,216	13,109	7,099	27,287
El Dorado County		296,427	206,066	502,493	102,317	103,005	725,040	930,362	503,841	1,936,696
Service Territory Total	16B-4007	300,603	208,969	509,572	103,759	104,456	735,256	943,471	510,940	1,963,983
8 Fresno County - Fresno County Economic Opportunities Commission	16B-4008	1,229,276	854,552	2,083,828	424,305	427,157	968,267	1,819,729	4,127,873	8,031,430
9 Humboldt Service Territory - Redwood CAA										
Humboldt County		259,036	180,073	439,109	89,410	90,012	493,980	673,402	579,890	1,692,401
Modoc Co. (WEATHERIZATION/HALF ASSURANCE 16)		75,273	50,182	125,455	10,624	12,646	0	23,270	0	148,725
Service Territory Total	16B-4009	334,309	230,255	564,564	100,034	102,658	493,980	696,672	579,890	1,841,126
10 Imperial Service Territory - Campesinos Unidos, Inc.										
Imperial County		122,236	84,975	207,211	42,192	42,476	187,497	272,165	319,251	798,627
San Diego County - Area A		669,691	465,547	1,135,238	231,155	232,709	1,027,231	1,491,095	1,749,069	4,375,402
Service Territory Total	16B-4010	791,927	550,522	1,342,449	273,347	275,185	1,214,728	1,763,260	2,068,320	5,174,029
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.										
Inyo County		43,864	29,242	73,106	14,630	14,728	137,818	167,176	36,635	276,917
Mono County		55,136	36,758	91,894	18,389	18,513	173,237	210,139	46,050	348,083
Service Territory Total	16B-4011	99,000	66,000	165,000	33,019	33,241	311,055	377,315	82,685	625,000
12 Kern County - Community Action Partnership of Kern	16B-4012	1,120,780	779,129	1,899,909	386,856	389,456	1,161,590	1,937,902	3,484,768	7,322,579
13 Kings County - Kings Community Action Organization, Inc.	16B-4013	151,927	105,614	257,541	52,440	52,792	207,845	313,077	421,989	992,607
14 Lake Service Territory - North Coast Energy Services, Inc.										
Lake County		149,239	103,746	252,985	51,512	51,858	383,588	486,958	235,103	975,046
Mendocino County		180,199	125,268	305,467	62,198	62,617	291,345	416,160	455,694	1,177,321
Napa County		74,806	52,003	126,809	25,821	25,994	114,744	166,559	195,375	488,743
Solano County		196,556	136,639	333,195	67,845	68,301	81,485	217,631	733,366	1,284,192
Sonoma County		314,439	218,587	533,026	108,534	109,263	521,420	739,217	782,130	2,054,373
Yolo County		156,987	109,132	266,119	54,187	54,551	227,784	336,522	423,026	1,025,667
Service Territory Total	16B-4014	1,072,226	745,375	1,817,601	370,097	372,584	1,620,366	2,363,047	2,824,694	7,005,342
15 Lassen County - Lassen Economic Development Corporation	16B-4015	81,141	56,407	137,548	28,007	28,196	302,745	358,948	33,638	530,134
Los Angeles County										
16 Area A - Maravilla Foundation	16B-4016	1,999,498	1,389,983	3,389,481	690,154	694,797	3,315,686	4,700,637	4,973,529	13,063,647
17 Area B - Pacific Asian Consortium in Employment	16B-4017	1,413,435	982,573	2,396,008	487,870	491,150	2,226,647	3,205,667	3,632,951	9,234,626
18 Area C - Long Beach Community Action Partnership	16B-4018	1,233,116	857,221	2,090,337	425,630	428,492	766,809	1,620,931	4,345,251	8,056,519

State of California
 Department of Community Services and Development
 Total 2016 LIHEAP Contract
 Facesheet

County/Service Territory	Direct Services								Total Contract Allocation	
	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		
19 Madera County - Community Action Partnership of Madera County, Inc.	16B-4019	164,463	114,329	278,792	56,767	57,149	156,815	270,731	524,988	1,074,511
20 Marin County - Community Action Marin	16B-4020	108,458	75,397	183,855	37,436	37,688	116,904	192,028	332,725	708,608
21 Mariposa County - Mariposa County Human Services Department	16B-4021	115,090	76,726	191,816	37,447	37,698	265,109	340,254	176,739	708,809
22 Merced County - Merced County CAA	16B-4022	308,279	214,305	522,584	106,407	107,123	293,943	507,473	984,072	2,014,129
23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/HALF ASSURANCE 16)	16B-4023	0	0	0	14,498	12,645	167,808	194,951	131,849	326,800
24 Nevada County - Project GO, Inc.	16B-4024	198,232	137,804	336,036	68,423	68,883	567,043	704,349	254,758	1,295,143
25 Orange County - Community Action Partnership of Orange County	16B-4025	820,157	570,146	1,390,303	283,091	284,994	1,326,031	1,894,116	2,074,049	5,358,468
26 Placer County - Project GO, Inc.	16B-4026	233,547	162,354	395,901	80,612	81,154	377,599	539,365	590,604	1,525,870
27 Plumas Service Territory - Plumas Co. Community Development Commission										
Plumas County		85,514	57,010	142,524	24,262	24,425	217,099	265,786	50,925	459,235
Sierra County		15,468	10,312	25,780	4,389	4,418	39,270	48,077	9,211	83,068
Service Territory Total	16B-4027	100,982	67,322	168,304	28,651	28,843	256,369	313,863	60,136	542,303
28 Riverside County - Community Action Partnership of Riverside County	16B-4028	1,286,112	894,062	2,180,174	443,923	446,907	1,332,941	2,223,771	3,998,824	8,402,769
29 Sacramento Service Territory - Community Resource Project, Inc.										
Sacramento County		974,309	677,307	1,651,616	336,299	338,560	1,534,873	2,209,732	2,504,266	6,365,614
Sutter County		86,199	59,922	146,121	29,753	29,953	135,792	195,498	221,556	563,175
Yuba County		95,186	66,170	161,356	32,855	33,076	177,573	243,504	217,033	621,893
Service Territory Total	16B-4029	1,155,694	803,399	1,959,093	398,907	401,589	1,848,238	2,648,734	2,942,855	7,550,682
30 San Benito Co. - HNSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION)	16B-4030	0	0	0	18,618	29,090	72,098	119,806	288,393	408,199
31 San Bernardino County - Community Action Partnership of San Bernardino Co.	16B-4031	1,281,376	890,770	2,172,146	442,288	445,261	1,859,246	2,746,795	3,452,885	8,371,826
32 San Diego County - Area B - Metropolitan Area Advisory Committee	16B-4032	315,318	219,199	534,517	108,837	109,569	496,735	715,141	810,463	2,060,121
33 San Francisco County - Economic Opportunity Council of San Francisco, Inc.	16B-4033	297,944	207,121	505,065	102,840	103,532	247,034	453,406	988,137	1,946,608
34 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	16B-4034	588,049	408,792	996,841	202,975	204,339	414,433	821,747	2,023,409	3,841,997
35 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	16B-4035	159,993	111,222	271,215	55,224	55,596	318,372	429,192	344,904	1,045,311
36 Santa Barbara Co. - Community Action Commission of Santa Barbara County	16B-4036	260,350	180,986	441,336	89,864	90,468	755,523	935,855	323,795	1,700,986
37 Santa Clara County - Sacred Heart Community Service	16B-4037	626,466	435,498	1,061,964	216,235	217,689	571,364	1,005,288	2,025,743	4,092,995
38 Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
Monterey County		331,552	230,484	562,036	114,441	115,210	384,859	614,510	989,638	2,166,184
San Mateo County		256,687	178,441	435,128	88,600	89,195	276,675	454,470	787,460	1,677,058
Santa Cruz County		198,322	137,867	336,189	68,454	68,914	230,208	367,576	591,963	1,295,728
San Benito County (WEATHERIZATION ONLY)		77,081	51,387	128,468	10,277	0	0	10,277	0	138,745
Service Territory Total	16B-4038	863,642	598,179	1,461,821	281,772	273,319	891,742	1,446,833	2,369,061	5,277,715
39 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
Shasta County		266,110	184,991	451,101	91,852	92,470	639,855	824,177	463,344	1,738,622
Tehama County		113,122	78,639	191,761	39,046	39,308	271,999	350,353	196,965	739,079
Service Territory Total	16B-4039	379,232	263,630	642,862	130,898	131,778	911,854	1,174,530	660,309	2,477,701
40 Siskiyou County - Great Northern Services	16B-4040	190,966	132,753	323,719	65,915	66,358	340,420	472,693	451,255	1,247,667
41 Stanislaus County - Central Valley Opportunity Center, Incorporated	16B-4041	511,326	355,457	866,783	176,493	177,679	423,956	778,128	1,695,822	3,340,733
42 Tulare County - Community Services & Employment Training, Inc.	16B-4042	708,017	492,190	1,200,207	244,384	246,027	821,852	1,312,263	2,113,335	4,625,805
43 Ventura County - Community Action of Ventura County, Inc.	16B-4043	326,091	226,688	552,779	112,556	113,312	432,594	658,462	919,263	2,130,504
44 Association of California Community and Energy Services (ACCES)	15B-3045	0	0	0	0	0	316,000	316,000	0	316,000
TOTALS		22,786,235	15,822,270	38,608,505	7,858,304	7,911,135	32,669,037	48,438,476	62,014,581	149,061,562

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

- A. Upon execution of this Agreement, or prior to, Contractor shall submit to CSD a Board Roster form (CSD 188) listing the current roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. A link to the CSD 188 form is listed in Subpart H. If Contractor is a nonprofit or public entity that qualifies as an eligible entity under the federal CSBG Act, then Contractor shall instead submit a CSD 188, including contact information of the tripartite board. Contractor is responsible to notify CSD of any changes to the board roster within thirty (30) days of such occurrence.
- B. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of Part I, or by any lawful delegation of such authority that is consistent with Contractor's bylaws, the documentation of which has been communicated to CSD.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that applies to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Agreement by CSD.
- D. Contractor shall submit to CSD the minutes from regularly scheduled meetings of the governing board and/or tripartite board no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be conducted in accordance with the board's bylaws.
- E. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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 Agreement and shall include:

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

4.3 Record Maintenance Requirements

- A. All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.
- C. Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.
- D. To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

4.4 Insurance and Fidelity Bond

A. General Requirements

1. Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Agreement.
2. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subparagraph 3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Agreement.
3. In the event said insurance coverage expires during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
4. New Certificates of Insurance are subject to review for content and form by CSD.
5. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
6. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
7. The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.
8. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

B. Self-Insurance

1. When Contractor is a self-insured governmental entity, the State, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Agreement.
2. Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.
3. If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 days of coverage.

C. Workers' Compensation Insurance

1. During the term of this Agreement Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
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.

D. Commercial or Government Crime Coverage (Fidelity Bond)

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.
2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of Direct Services set forth under this agreement.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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.

E. General Liability Insurance

1. Contractor shall maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of compliance with general liability insurance requirements.

F. Vehicle Insurance

1. Contractor shall maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work shall not be considered to be within the scope of employment.)
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 the State 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 California State Administrative Manual (SAM) Section 5300 and State Information Management Manual (SIMM) 5300, and such other State and Federal laws and

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

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

B. Services Offered

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

C. Data Sensitivity

1. The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
2. Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM 5305.5 and SIMM Section 5305-A).
3. To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes (“Electronic Intake”) in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer and retention requirements.

D. Information Exchange Security

1. The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the

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application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.

2. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
3. Both CSD and Contractor shall maintain security patches and anti-virus software updates.

E. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

F. Formal Security Guidelines

CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

G. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24 hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents in SAM 5340 Information Security Incident Management; SAM 5340.4 Incident Reporting and SIMM 5340-A, Incident Reporting and Response Instructions.

H. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

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I. Data Sharing Responsibilities

Contractor will ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by the parties involved.

4.6 Travel and per diem

- A. Contractor's total travel for out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD. Contractor shall complete CSD 536 for all out-of-state travel.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).
- C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations Section 599.615 through 599.638, and shall be reimbursed in accordance with the terms therein.

4.7 Codes of Conduct

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

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family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).

4.8 Conflict of Interest

- A. 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 Agreement shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- C. Pursuant 45 CFR § 74.42 and 92.36, Contractor shall not provide LIHEAP services or 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, such services must be pre-approved in writing by CSD whose approval shall be based on determination that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.
- D. To obtain approval by CSD, Contractor must demonstrate that it will:
 - 1. Follow all regular eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;
 - 2. Comply with all dwelling eligibility requirements of this Agreement, including but limited to rent increase and multiple dwelling restrictions;
 - 3. Substantiate the need for weatherization and Energy Heating and Cooling Services (EHCS) by completing a dwelling assessment for each individual dwelling unit served; and

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4. Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

4.9 Procurement

A. Contract Administration

1. Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200) 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 Federal Awards (2CFR 200) and the applicable provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
2. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall 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.
3. All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Agreement shall be used solely for the activities allowed under this Agreement, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Agreement.
4. Contractor shall provide an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.
5. If a service or product is of a unique nature, or more than one potential

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vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. “Adequate justification” must include but is not limited to:

- a. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
 - b. Description of sole vendor/supplier’s unique qualifications to provide the goods or services in question; and
 - c. Cost analysis to demonstrate reasonability.
6. Emergency Procurements. In cases of bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
7. CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
- a. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
 - b. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
8. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
9. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.
10. Contractor shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
- a. Maintaining insurance coverage against loss or damage to such property or equipment.

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- b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.
11. To ensure compliance with the requirements for equipment and/or vehicles maintenance of property records pursuant to CPN-E 14-002, Contractor shall ensure that any property log or similar documentation contains all of the following information:
- a. information relevant to any 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;
 - b. description of the property;
 - c. a serial number or other identification number;
 - d. the source of property;
 - e. who holds title;
 - f. the acquisition or lease date;
 - g. the cost of the property;
 - h. percentage of Federal participation in the cost of the property;
 - i. the location, use and condition of the property; and
 - j. any ultimate disposition data, including the date of disposal and sale price of the property or termination of the lease.

Contractor shall provide the information specified in subdivision a. above, including any supporting documents, to CSD upon request.

B. Limitation on Use of Funds

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

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4.10 Subcontracts (CSD)

- A. Contractor may enter into subcontract(s) to provide services pursuant to this Agreement in the service area(s) specified in Section 1.2 of Article 1, Part I. Subcontracts must require that parties comply with all applicable provisions of this Agreement. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.
- B. If Contractor elects to subcontract for services, the board's authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in paragraph C. Contractor may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority through a resolution passed by the governing board.
- C. Within 60 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.
- D. 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/portal/public/SAM/#1>.
- E. 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 (EPLS) as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- F. Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet

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Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).

- G. Contractor shall immediately notify subcontractor(s) in writing within five (5) working days of such action in the event the State suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Agreement.
- H. Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse against the State over matters involving subcontracts entered into for the implementation of this Agreement, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts or criminal acts and other misconduct.
- I. Nothing in this Agreement creates or implies a contractual relationship between the State and any subcontractor or creates any obligation by the State to any subcontractor. Contractor is liable to the State for damages to the State for the acts and omissions of its subcontractors that occur in connection with the implementation of this Agreement. Contractor's obligation to pay its subcontractors is independent of any obligation of the State to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of the State to pay or ensure payments to subcontractors.

4.11 Complaint Management Policies and Procedures

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

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- D. CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency or the Governor's Office regarding the complaint.

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

- A. Pursuant to Title 22 of the California Code of Regulations, Section 100805, Applicants that have applied for benefits and/or services provided under a grant award from a contractor or a subcontractor whose application has been denied or not acted upon within fifteen (15) working days or has not received satisfactory performance according to the agreed upon program requirements of the contract has the right to first appeal such action to the contractor and, if not satisfied, subsequently appeal to CSD.
- B. Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of Section 100805 subdivision (b), plus:
1. Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. 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.
 2. Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
 3. Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division.
 4. **Provisions to track information on denials and appeals.**

4.13 Fraud, Waste and Abuse

- A. Contractor shall make timely, a written report to CSD of incidents and activities, or suspected incidents and activities, involving fraud, waste and abuse of LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties

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affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD 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 LIHEAP funds.

- B. Contractor shall provide employees, subcontractors, clients and other parties affiliated with the Contractor the information necessary to report fraud, waste and abuse to the U.S. Department of Health and Human Services Office of Inspector General fraud hotline.

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SUBPART B – FINANCIAL REQUIREMENTS

ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES
REQUIREMENTS

5.1 Budget Guidelines

A. Budget and Allocation Forms

1. Upon execution of this Agreement, Contractor shall submit all budget and allocation forms in Subpart H, including the 2016 LIHEAP Weatherization Budget (CSD 557D) and 2016 LIHEAP EHA-16 Program Budget (CSD 537E) based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement. Contractor's budgets shall be consistent with final expenditures under the 2014 LIHEAP Contract for Direct Services (excluding Weatherization) and Utility Assistance. If Contractor's budget exceeds ten percent (10%) of those expenditures a written justification shall be provided.
2. In the event the LIHEAP annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in Subpart G. When this Agreement is amended to reflect the Final Allocation, the budget and allocation forms shall be amended to reflect the actual annual allocation.

B. Minor Modifications

If Contractor intends to request a minor modification to this Agreement, Contractor shall submit a *Request for Amendment/Modification Energy, CSD 509*, an updated budget if applicable, and a justification supporting the funds transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

1. Transferring funds between Direct Program Services and Utility Assistance.

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2. Transferring funds from one service component to another under the EHA-16 Program to include: Energy Crisis Intervention Program (ECIP) Energy Heating and Cooling Services (EHCS), Wood Propane and Oil (WPO) ECIP and Home Energy Assistance Program (HEAP), and Severe Weather Energy Assistance and Transportation.
3. Transferring funds from support lines to Direct Program Services and/or Utility Assistance.
4. Transferring funds from one service territory to another service territory is conditioned on multi-service territory performance requirements in accordance with Article 5.7, section C.
5. An increase to the out-of-State travel budget line shall require a request for modification to the budget and shall be submitted to CSD and approved prior to travel.
6. Changes to the Agency Local Plan
7. Changes to the Expenditure and Performance Benchmarks

C. Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the LIHEAP programs, components, i.e., Weatherization and ECIP EHCS.

1. Funding transfers that would increase or decrease amounts available for Weatherization above or below the twenty-five percent (25%) maximum are prohibited.
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 territory/territories that benefited from the proceeding transfer.

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D. Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through the term of the contract and in accordance with the Agency Local Plan.

E. Weatherization Waiver

Unless and until the Federal Department of Health and Human Services (HHS) grants the State a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in Column A of Contractor's Weatherization Budget. 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 Column B of Contractor's Weatherization Budget.

5.2 Utility Assistance Expenditure Requirements

A. The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable the State 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.

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 Agreement, with payments to recipients issued by the State.

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 Agreement, with payments to recipients issued by the State.

B. 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.

C. 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,

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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.

5.3 Working Capital Advance and Major Purchase Advances

A. Working Capital Advance (WCA)

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

1. The time elapsing between the transfer of funds and the disbursement or expenditure of the funds by Contractor is minimized; and
2. Contractor's financial management systems are compliant with the provisions of this Agreement and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).
3. Working Capital Advance (WCA) Requirements include the following standards:
 - a. The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Agreement;
 - b. The Model Federal Advance Requirements are hereby incorporated by reference and adopted by the parties, for purposes of guiding and informing WCA requirements under the Agreement. The "Model Federal Advance Requirements" are defined as the provisions set out in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200); and
 - c. Guidance issued by the State regarding the scheduling of the WCA and the disbursement or expenditure of the funds by Contractor, while conforming to the requirements of subparagraphs A. 1 and 2 of this section, shall also take into account the practical requirements and limitations of efficient administration and the effective implementation of this Agreement by both Contractor and the State.

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4. In order to affect the purposes and requirements of subparagraphs A. 1 and 2 above, the State has established the following general provisions in order to give effect to the WCA Requirements set out in this Agreement and in such supplemental guidance as may be issued:
 - a. To ensure a minimal lapse of time between the transfer of funds, and the disbursement or expenditure by Contractor, and to effect both the consolidation of advance requests and optimal administration of advance payments, the WCA will be based on Contractor's cash needs for the purpose of implementing this Agreement, with consideration given to the reasonable quarterly projections of anticipated expenditures allowable under the terms of this Agreement;
 - b. The WCA request shall be: 1) submitted in advance of the beginning of the quarter, in accordance with CSD's guidance; and 2) based on the Direct Service's portion of contract amount, exclusive of the Utility Assistance Portion and 3) is subject to CSD's review and approval;
 - c. Upon approval of the WCA request, a payment will be issued to Contractor, which shall be limited to one hundred percent (100%) of the Contractor's total projected expenditures for the entire quarter, not to exceed twenty-five percent (25%) of the Contractor's total contract amount, excluding Utility Assistance allocations amount. If the WCA request exceeds the remaining balance, then Contractor will only receive the amount of the remaining balance;
 - d. The WCA will be liquidated immediately, and will be reconciled at the end of the third month of each quarter. After issuance of a WCA, the balance will be offset by monthly expenditures in EARS.
 - e. All WCA requests will be issued and reconciled pursuant to CSD Energy Policy and Procedures number EP 11-01, incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.
 - f. If, at the end of the contract term Contractor has received WCA payments in excess of requests for reimbursement that have been approved by CSD, Contractor shall promptly remit the excess balance owed.

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- g. Upon receipt of the WCA funds, Contractor shall deposit the advance funds in an interest-bearing account, in accordance with the provisions of this Agreement and Federal and State law. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds by CSD; and
- h. In the event the State determines that Contractor has used the WCA for reimbursement of expenses that are not allowable under the terms of this Agreement and/or under Federal and State law, the State may, in accordance with the applicable provisions of the CFR, compel Contractor to repay any WCA monies wrongfully used and/or may make such adjustments in future payments to Contractor as it deems appropriate in order to rectify such misuse of WCA funds.

5. Major Purchase Advances

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

- a. Request must be completed via the Major Purchase Advance Request (CSD 144).
- b. Limited to purchase of items in excess of \$5,000.
- c. No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD.
- d. Procurement must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558).
- e. Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect one-hundred percent (100%) liquidation in the month following the expected date of purchase.
- f. Major Purchase advance requests will not be granted until such time as no less than fifty percent (50%) of the current working capital advance has been paid back. The combined total amount of the working capital advance and major purchase advance cannot exceed twenty-five (25%) percent of the contract or the remaining

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contract balance, whichever is less.

B. Special LIHEAP Provisions

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

C. Interest on Advances

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

D. Non-advance Payments and Offsets

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

5.4 Program Income

A. Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) as income that is generated or earned as a result of LIHEAP activities.

B. Determining Net Program Income

1. Except as provided below in paragraph 2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.
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.

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- C. Expenditure, Reporting, and Rollover of Program Income
1. Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.
 2. Contractor may expend program income during the term of this Agreement. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Agreement or at such other time(s) as CSD reasonably requires.
 3. Contractor's unexpended program income at the close-out of this Agreement shall roll over to subsequent LIHEAP Agreement(s).
 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 only for allowable LIHEAP expenditures.

5.5 Wood, Propane and Oil Returned Payments

- A. Contractor shall maintain a tracking-log of returned payments for services provided. Upon receipt of the returned payment Contractor shall make the following attempts to contact client:
1. Make every reasonable attempt to contact client within five (5) working days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:
 - a. 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
 - b. 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.
 2. Hold the returned payment for the client for ten (10) business days subsequent to all attempts to contact the client.
 3. If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation.

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4. If Contractor is unable to identify the client of the returned payment the payment can added to the current WPO allocation.
- B. Contractor may expend returned payments on WPO services during the term of this Agreement. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Agreement or at such other time(s) as CSD reasonably requires.
- C. Contractor's unexpended returned payments at the close-out of this Agreement shall be returned to CSD.
- D. Returned payments received after the close-out of the contract shall be promptly returned to CSD.
- E. If Contractor is unable to determine the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

- A. Cost Reporting
 1. All costs shall be reported using a "modified accrual" or "accrual" method of accounting.
 2. Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.
 3. Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.
- B. Administrative
 1. General
 - a. Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Community Services Block Grant (CSBG) in excess of the CSBG contractual limitations.
 - b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities,

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utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

2. Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200) as a guide for determining administrative costs.
3. Administrative Equipment More Than \$5,000—Acquisition Costs
 - a. Acquisition costs shall mean the actual costs associated with the purchase of equipment over \$5,000 per unit used for administrative purposes.
 - b. CSD must pre-approve purchases or lease-purchase option of equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

4. Administrative Out-of-State Travel

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

C. Program Costs

1. General

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

2. Assurance 16

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

3. Intake

Intake shall be allocated at eight percent (8%) of the Weatherization Budget and eight percent (8%) of the ECIP/HEAP Direct Services/Utility

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

4. Outreach

Outreach shall be allocated at five percent (5%) each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to five percent (5%) of Final allocation.

5. Training - Weatherization and ECIP-EHCS

- a. Training and technical assistance shall be allocated up to five percent (5%) of the total Weatherization allocation and up to two percent (2%) of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to five percent (5%) of Weatherization allocation, and two percent (2%) of ECIP/HEAP allocation.
- b. 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.
- c. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages.
- d. Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Article 9.1 of this Agreement. 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), CSD training may

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include Local Service Provider's Meeting and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

- e. Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.
- f. Out-of-State Travel

Staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to carrying out the LIHEAP program. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of the agency.

6. Acquisition Costs

- a. CSD must pre-approve purchases or lease-purchase option of vehicles and field office equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).
- b. Minor Vehicle and Field Equipment Less Than \$5,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs shall mean the actual costs associated with the purchase of vehicle and field office equipment under \$5,000 per unit used for the purpose of delivery of direct program services. Purchases must follow the procurement standards.

7. General Overhead Costs defined as:

- a. Those operating expenses other than Administrative Costs such as IT program costs, program supervisor and support worker salaries, workers compensation, equipment and vehicle operating expenses, other program labor, lodging and per diem, ancillary supplies, waste breakage, **Disposal fees**, Historic Preservation review costs and liability insurance that are attributable to LIHEAP activities, shall be allocated between programs in compliance with federal requirements.

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- b. General operating expenses may be charged to the program and are for activity/cost that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel and travel as allowable program costs.

- c. **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.

- d. **Liability Insurance**

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable). Workers Compensation for salaries and wages of staff chargeable under administrative costs shall be reimbursable at actual costs under administrative costs.

8. Automation Supplemental Allocation

- a. Contractor can allocate funds to the Automation Supplemental Allocation (ASA) in an amount not to exceed fifty thousand dollars (\$50,000), to be used to meet Contractor's IT automation needs to comply with updated or new CORE requirements or contractual reporting requirements programmatic in nature, related CORE IT expenses, and with ongoing programmatic IT expenses. ASA funds are not limited exclusively to CORE-related IT expenditures but any IT expense related to CORE or costs incurred may include necessary training on upgrades to Contractor's system.
- b. If Contractor expended funds in prior year for a system and now wants to purchase a new system with ASA funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's ASA plan is appropriately revised and CSD gives its written approval of the plan and request for variance.
- c. In order to qualify for reimbursement of expenditures incurred pursuant to this section, Contractor must fully comply with the following terms, conditions, and obligations:

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- i. The ASA may be used only for those Contractor's CORE-related IT expenditures that are programmatic in nature. CORE-related IT expenditures that are administrative in nature must be charged against Contractor's Administrative Budget.
- ii. In delineating the program and administrative expenditures, Contractor shall consider whether the expenditure or cost is primarily used to support: 1) program operations; or 2) agency (organization) operations, as commonly understood under accountancy guidelines, with particular reference to the principles and provisions set out in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200) Programmatic CORE-related IT expenses are those incurred in connection with allowable program expenses as defined in the LIHEAP Agreement. The delineation between programmatic and administrative CORE-related IT activities will be determined in part by the type of IT system elected to interface with CORE and the array of functions the system will perform.
- iii. Agencies with multiple contracts (LIHEAP and DOE) are limited to reimbursement up to \$50,000 per agency. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.
- d. CORE-related IT costs charged to the ASA shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.
- e. CORE-related IT costs that exceed the maximum ASA amount of fifty thousand (\$50,000) may not be reimbursed by CSD.
- f. If Contractor has previously developed and utilizes its own unique customized automated reporting system to comply with CSD's reporting requirements, such contractor shall be deemed a "Self-Reporting User." The following provisions apply to Self-Reporting Users:
 - i. If Contractor elects to modify and upgrade its existing IT system so that the system is compatible with and able to interface with the CORE system, it is the Contractor

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

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such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised ASA plan.

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

9. Weatherization Program Activities

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, permits, HERS raters, and lead-safe weatherization materials.

10. ECIP Emergency Heating and Cooling Services (EHCS)

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

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11. Solar Hot Water Heating Training

Contractor participating in the Solar Hot Water Heating pilot project can charge the actual costs for training associated with pilot participation.

5.7 Service Area Expenditures Requirements

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

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

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

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

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

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

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

1. This Agreement involves funding for LIHEAP services provided by Contractor in multiple Service Areas;
2. Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Agreement; or
3. Some combination of 1 and 2 above

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- C. The Target Allocation(s) specified in this Agreement shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.
1. Contractor is required to expend ninety-seven percent (97%) or more of the applicable Target Allocation(s) in each Target Service Area(s).
 2. Contractor shall, as requested by CSD, submit an Agency Local Plan showing by which it will endeavor to attain the Target Service Area expenditure goals as specified in the Expenditure and Performance Benchmarks form, to include how it will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.
 3. At the time of closeout, Contractor shall submit a report comparing Contractor's expenditure goals, by Service Area, to actual expenditures, how Contractor's Expenditure Plan succeeded or failed, what lessons were learned, and what changes in operations are anticipated in coming years.
 4. Subject to CSD's written approval, Contractor may expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Agreement, under the following circumstances:
 - a. When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and
 - b. When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.
- D. Notwithstanding the provisions of paragraph C, Contractor is authorized under the terms of this Agreement to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, worker's compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

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5.8 Reimbursement Guidelines

A. Claims for Reimbursement

1. Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Agreement.
2. Contractor shall not be reimbursed for allowable expenditures incurred until after this Agreement is fully executed by the parties. Allowable expenditures incurred after the beginning contract date, but prior to execution of this Agreement may be reimbursed by CSD after execution of this Agreement, upon CSD's determination that the expenditures are allowable and would have been reimbursed had this Agreement been fully executed at the time the costs were incurred.

B. Assurance 16

1. Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.
2. Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same unit.

C. Wood, Propane, and Oil Assistance

1. HEAP WPO

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

2. ECIP WPO

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

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- D. Weatherization and EHCS Specific
1. Contractor may claim reimbursement for Weatherization-related activities under the terms of this Agreement as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.
 2. Contractor shall ensure that duplicate billings for the same product or service do not occur.
 3. Maximum Reimbursements
 - a. Contractor shall be entitled to reimbursement for actual cost, not to exceed a maximum average of \$4,055 per dwelling unit weatherized with respect to the energy conservation measures and activities described in Reimbursement Rates for Weatherization and EHCS Activities located on the CSD Providers' website at <https://providers.csd.ca.gov>. In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act or any federal official declares an emergency pursuant to 42 UCS 8622(1), the maximum average reimbursement shall be \$7,105 per dwelling unit.
 - b. If an energy audit is performed, Contractor shall adhere to the investment determinations rendered by the site specific energy audit not to exceed the maximum average of \$7,105 per dwelling unit.
 - c. The amount of funds, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$7,105 maximum average per unit or by the \$7,105 maximum average per unit, if an energy audit is performed.
 - d. For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

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4. Measure Reimbursement
 - a. Measure Maximums
 - i. For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.
 - ii. Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, minor envelope repair, or another CSD program.
 - iii. When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and EHCS Activities located in Subpart H. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.
 - b. Assessments and Diagnostics
 - i. Contractor may claim reimbursement for dwelling assessment for each eligible household.
 - ii. Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.
 - (a) For dwellings weatherized under this Agreement, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Subpart G, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.
 - (b) Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

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- iii. If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.
 - iv. In the case of an unweatherized dwelling where the installation of measures was not feasible and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.
 - v. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.
 - vi. HERS rater and permit fees are acceptable expenses and may be charged only once per measure to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS rater fee and permit reimbursement includes subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.
- c. Labor Reimbursement
- i. Contractor shall bill the number of actual labor hours and costs associated with the installation of Weatherization and EHCS measures for the time spent at the job site.
 - ii. Contractor must be able to substantiate all actual labor hours and labor costs charged.
 - iii. Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.
 - iv. When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's EHCS 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.
 - v. Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation

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and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection e Other Program Costs.

vi. Contractor shall bill the actual labor hours incurred by Weatherization and EHCS crew members or other personnel associated with the direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.

vii. Actual Labor Hours

Contractor may bill no more than the number of actual labor hours incurred by WX and EHCS crew members or other persons associated with the installation of Weatherization and EHCS measures for the time spent at the job site, direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.

viii. Lead Safe Weatherization

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

d. Heating and Cooling Services (HCS/EHCS)

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

ii. Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a reweatherization call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

iii. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater

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blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units within that building envelope.

- iv. Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

e. **Other General Overhead Costs**

- i. **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.

- ii. **Wages – Program Management and Support**

- (a) 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.

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

- iii. **Lodging and Per Diem**

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

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Section Article 4.6 of this Agreement.

iv. Disposal Fees

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

v. Vehicle and Equipment Repair, Maintenance and Fuel

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

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

vi. Historic Preservation Reviews

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

vii. Clearance Inspections for HUD Units

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

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viii. 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.

ix. Ancillary Supplies

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

5. Dwelling Status

a. Completed Units

- i. Except as otherwise provided in subsection ii below. 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.
- ii. In accordance with the CSD Field Guide, a dwelling shall also be considered complete if:
 - (a) The entire dwelling was required to be deferred;
 - (b) The dwelling had limited deferrals or the client refused feasible measures but all other feasible measures were installed; or

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- (c) The dwelling received an assessment and /or diagnostics and no other weatherization measures.
 - iii. Contractor shall not bill for incomplete units or prematurely 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 subparagraph i.
 - iv. 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.
 - v. If Contractor is not able to complete weatherization or ECIP HCS direct services during the contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.
- b. Building Permits
- Contractor shall obtain all required permits prior to the commencement of all work performed, unless work is performed as a result of imminent danger requiring immediate action where 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.
- Any penalties or fines imposed on Contractor by the local authority or building department are not allowable costs.
- c. Previously Weatherized Dwellings
- If the previous weatherization was performed under a nonfederal

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program or under this Agreement, the occupant eligibility must be verified and Contractor may seek reimbursement for the associated outreach and intake costs.

d. Leveraging Funds

Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

- i. Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP and DOE WAP, or any other funding source, are used concurrently in the same unit.
- ii. Contractor may divide materials and labor cost of a single measure among LIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs.
- iii. Contractor 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.

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

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

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SUBPART C – PROGRAMMATIC REQUIREMENTS

ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES

7.1 LIHEAP Agency Local Plan

- A. 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.
- B. CSD will review the annual LIHEAP Agency Local Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Local Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Agreement by CSD.

- C. CSD's approval of the LIHEAP Agency Local Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Agreement.

7.2 Program Standards and Regulatory Requirements

- A. Program Standards
 - 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 Agreement as if attached hereto:
 - a. Upon release, CSD Weatherization Policies and Procedures;
 - b. CSD Weatherization Installation Standards (WIS);

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- c. CSD Weatherization Field Guide (FG)
- d. CSD Inspection Policies and Procedures;
- e. CSD LIHEAP/DOE Program Health and Safety Appliance Replacement Policy;
- f. ECIP Policy and Procedures;
- g. CSD Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy;
- h. Official State and Federal Program Notices and Guidance Documents; and
- i. Current Eligibility Verification Guide; and
- j. Weatherization Data Transfer Rules
- k. Utility Assistance Business Data Transfer Rules

Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies and protocols.

- 2. In the event of inconsistencies between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

B. Regulations

- 1. Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD WIS if the code requirement is not included in the manual and/or is more stringent.
- 2. All work performed by Contractor shall be in compliance with 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.
- 3. Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain

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Residential Structures and the Housing and Urban Development rules in 24 CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

4. All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government or 45 CFR Part 74, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.
5. All materials used must be in compliance with Department of Energy rules in 10 CFR 440, Appendix A.

C. Title 24

1. Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.
2. The Title 24 energy conservation measure requirements to be applied are those applicable 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 Providers' website at <https://providers.csd.ca.gov>.
3. Contractor shall obtain the services of a qualified HERS Program Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.
4. Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

D. Pre-1978 Dwellings

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.

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2. HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding di minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.
3. Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

7.3 Prioritization of Services

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

7.4 Service Priority Guidelines

- A. Contractor shall give first priority for services to those households with the highest energy burden, or high residential energy users, and shall factor into its first priority for services those households with the following vulnerable populations: young children (ages 5 years or under), disabled, and elderly persons (ages 60 years or older).
- B. Contractor may give first priority for services to those households whose members have life-threatening emergencies.
- C. For the ECIP Fast Track, HEAP Gas and Electric, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points for Energy Burden, Vulnerable Populations, Household Income, and any Optional Agency-Defined categories as referenced in the Agency Local Plan in Subpart H.
- D. Due to limited funding, Contractors are discouraged from providing either:

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1. Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
2. Weatherization services to dwellings previously weatherized under LIHEAP within the past four (4) years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Subpart H.

E. Equitable Treatment

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

- F. See Section 11.2 B, “Eligibility to Receive Federally Funded Public Benefits” concerning Federal restrictions on receipt of benefits.

7.5 Outreach and Intake Activity Guidelines

A. Outreach

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

B. Intake

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

1. Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant’s request within a reasonable amount of time.
2. Ensure applicants have access to applications, whether in hardcopy or electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or at CSD’s website at www.csd.ca.gov or at alternate location(s).
3. Accept applications for assistance during regular business hours.

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4. Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor.
5. Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences.
6. All sites where intake is conducted must be accessible to the disabled.
7. Contractor shall 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 program, and Department of Energy (DOE) program.
8. If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake 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.

C. Applicant Written Notification of Benefits

Contractor shall provide written notification to applicants, within fifteen (15) working days upon receipt of an application for services, whether benefits are pending review, incomplete, denied or approved. Written notification shall include one of the following:

1. Statement confirming the application was received and an estimated timeframe the application review process will be completed. Contractor must follow-up with an incomplete, denial or approval notification once the application has been processed.
2. Statement if the application was incomplete and identification of missing documentation.
3. Reason for denial to include information on how to appeal.

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4. Confirmation of applicant approval of services to include the name of applicant and amount of utility assistance benefit.

7.6 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used 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.

A. Needs Assessment

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

B. Client Education/Budget Counseling – General Requirements

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

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.
2. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
3. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

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

1. In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, and mold, radon and lead-based paint education.

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2. Occupants of pre-1978 units to be weatherized must be provided the EPA pamphlet, “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and School.”
3. Contractor shall provide to all clients the EPA pamphlet, “A Brief Guide to Mold, Moisture, and Your Home.”
4. Contractor shall provide 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.
5. Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.
6. Contractor shall provide all clients with the EPA pamphlet, “A Citizen’s Guide to Radon.”

D. Coordination

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

7.7 Leveraging Activities

- A. When ECIP EHCS services are provided contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the Field Guide.
- B. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in accordance with the Field Guide. Client files shall be documented accordingly.

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- C. If Contractor is leveraging with non-CSD funded programs to meet CSD program 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.
- D. Ensure usage of DOE approved priority list and audit tools on projects leveraged with DOE.
- E. 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

- A. 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.
- B. 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 Agreement.
- C. All Client Files – General Requirements

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

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

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3. Utility/energy bill(s) for all sources of energy used by qualified households;
4. Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;
5. 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; and
6. Client denial or approval letter in accordance with Eligibility and Verification Guide.

D. 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:

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 Article 8.3 in subsection C. 3; and
2. Documentation substantiating the portion of rent that is allocated toward energy costs (HEAP and ECIP: Utilities included in rent and WPO only).

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

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

1. CSD Dwelling Assessment (CSD 540 series) or approved Contractor's equivalent;
2. Combustion Appliance Safety Inspection (CASIF) (CSD 700 or CSD 702 series);
3. Blower Door Data Sheet (CSD 704);
4. Duct Test Data Sheet (CSD 706);

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5. CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;
6. Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;
7. ECIP EHCS Assessment (CSD 57);
8. Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;
9. Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;
10. Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;
11. Contractor Post-Weatherization Inspection Report (CSD 611);
12. Weatherization Inspection Report (WIR) (CSD 581);
13. Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;
14. Client confirmation of work completed;
15. Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;
16. Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;
17. Waivers from CSD to exceed maximum costs of weatherization measures;
18. Documentation that substantiates all actual labor hours including a time and activity log associated with each job;
19. Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;
20. 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;

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21. Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;
 22. Documentation referring to CSD or non-CSD weatherization;
 23. Documentation of HERS inspection and a copy of the invoice from the HERS rater;
 24. Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;
 25. All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;
 26. Photographic documentation as required by WIS;
 27. Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file; and
 28. Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed.
 29. Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708); **and**
 30. **Client/Customer Consent Form and Authorization (CSD 081 – Weatherization Only)**
- F. Client Files – Severe Weather Energy Assistance and Transportation Services (SWEATS) Specific
1. Contractor shall maintain the following documents for each applicant receiving services under SWEATS, as applicable:
 - a. Severe Weather Energy Assistance and Transportation Services Intake (CSD 51) or Energy Intake Form (CSD 43) or approved Contractor's equivalent to CSD 43; and
 - b. Temporary Emergency Portable Appliance Loan Agreement and Waiver (CSD 52).
 2. Contractor shall maintain the following documents for each applicant receiving Utility Assistance services under SWEATS:

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- a. Severe Weather Energy Assistance and Transportation Services Intake (CSD 51) or Energy Intake Form (CSD 43) or approved Contractor's equivalent to CSD 43;
 - b. Documentation of utility/energy bills at the time of intake; and
 - c. Documentation that substantiates that the household's economic hardship is a direct result of the disaster.
- G. Weatherization and ECIP EHCS Specific
1. Labor and Materials
 - a. 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.
 - b. Contractor shall document all costs expended under this Agreement with purchase orders, inventory records, and payroll records identifying the funding source.
 - c. Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD Weatherization Installation Standards and/or state, county, or local regulations.
 2. Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Providers' Website and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

 - a. CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.
 - b. Contractors shall maintain all training records in the Training

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Database for trainings provided by third-parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

- c. Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.
- d. Contractors shall update the Training Database employee information on or before the first (1st) day of each subsequent month.

3. Equipment

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

4. Energy Audits

Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of 3 years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings or other pending matters, whichever is later in accordance with Section 4.3.

H. Automation

- 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

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shall submit the data in accordance with CSD's WX Data Transfer Rules layout found at <http://providers.csd.ca.gov/SystemSpecifications.aspx>. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Article 7.8.

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 agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing the State with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).
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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SUBPART G – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Children: Members of a household who have not attained their nineteenth (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 Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility. Intake is reimbursable as a program support activity.

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

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

CORE: Combined Output 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.

Created On Date: The date the application/record is transferred into CORE. This date is automatically generated by CORE when a record is uploaded.

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

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

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.

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

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

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

Direct Program Services: Direct Weatherization, Direct Program Activities, and Energy Crisis Intervention Program (ECIP) Energy Heating and Cooling Services (EHCS), ECIP Wood Propane and Oil (WPO), and Home Energy Assistance Program (HEAP) WPO.

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

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

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

Elderly: An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

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

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

In those situations where there is not an official federal, state, or local declaration of emergency, i.e., an undeclared natural disaster or a

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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

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

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

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

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

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

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

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

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

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. General Heat Waste Measures include: air conditioning and furnace filter replacements, shade screens, shutters, hot water flow restrictors and low-flow showerheads, water heater blankets, and water heater pipe wrap.

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

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are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, lead-safe 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 2008 Building Energy Efficiency Standards.

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

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no longer cost effective to proceed. Infiltration reduction is best accomplished with blower door technology. These measures include caulking, cover plate gaskets, door repairs and replacements, minor envelope repair, and evaporative cooler or air conditioning vent covers.

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

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

SUBPART G - Definitions

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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.

Limited Home Repair (LHR): Those repairs that have a direct association with weatherization measures being installed, and are necessary for the effective performance or preservation of weatherization materials. LHR shall include:

- a. Kitchen cabinet repairs and retrofits that are associated with the replacement of a range, cook top, or pre-existing microwave oven. No other cabinet repair or retrofit shall be allowed without a program waiver.
- b. Repairs necessary to restore building integrity, and limited to the following repairs:
 - i. Floor/platform repair for water heaters;
 - ii. Cover plate replacement;
 - iii. Minor roof repairs and materials;
 - iv. Mobile home skirting repairs to prevent animal infiltration.
 - v. Minor exterior appliance access

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- vi. Limited rehabilitation to replace deteriorated wooden window or door frames, to make possible the proper installation of a replacement door or window.
- c. Extension of exhaust fan vents to the outdoors (except kitchen exhausts).
- d. Extension of dryer venting to the outdoors.
- e. Attic Access Enlargement (in conjunction with insulation installation)
- f. Note: Costs to obtain knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection (breakers or S-type fuses) shall be billed to “Mandatory Assessments and Diagnostics - Permits.”

LHR shall NOT include:

- a. Any other measure or associated incidental repair that has a chargeable line item, including Minor Envelope Repair items.
- b. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

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

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

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

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs. Under this Agreement, maximum average reimbursement for weatherized dwellings is \$4,055. The formula for determining the maximum average reimbursement is:

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

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

Minor Envelope Repairs: Those repairs that have a direct association with weatherization measures being installed and are necessary for the: 1) effective performance or preservation of weatherization materials, or 2) to stop infiltration and general heat waste. Minor Envelope Repairs shall be limited to the following:

- a. Identified infiltration repairs, including the patching of holes in the building envelope (ceiling, floor, or walls) to the exterior that are too big to caulk;
- b. Sealing of thermal bypasses when no insulation will be installed;
- c. Replacement of missing attic/crawl space access covers; and
- d. Fireplace chimney damper repair or installation, or installation of glass fireplace doors when a damper is not feasible.

Minor Envelope Repairs shall NOT include:

- a. Any other measure or associated incidental repair that has a chargeable line item, including Limited Home Repair (LHR) items.
- b. Kitchen cabinet repairs and retrofits;
- c. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

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.

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Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE 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 Agreement 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 or complex, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and blower door diagnostics, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

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

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the 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.

Nonassisted Clients: The number of clients who returned an application to the agency for LIHEAP services (Weatherization, ECIP EHCS, ECIP WPO, HEAP WPO, ECIP Fast Track and HEAP) that were denied services, and the number of applications distributed by an agency. This does not include applications taken from the agency's partners, websites (CSD, local agency or agency's partner's website) if they cannot be quantified.

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

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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.

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

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

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

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

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

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

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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

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

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

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

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

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

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

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance energy 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.

Vulnerable Populations: Young children (ages 5 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 Agreement. Training may also include internal Contractor training, and attendance at weatherization-related training to include EPD system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with

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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.

Contract #: 266-F1611, A1
Index Code: 531113

CONTRACT ROUTING SHEET

Date Prepared: 04-01-2016 04-06-2016

Need Date: 04-15-2016

PROCESSING DEPARTMENT:

Department: HHSA/CS
Dept. Contact: Zhana Mc Cullough
Phone #: 7154
Department
Head Signature: 
Don Ashton, MPA, Director

CONTRACTOR:

Name: CA Dept. of Community Services
Address: 2389 Gateway Oaks Dr., Suite 100
Sacramento, CA 95833
Phone: _____

CONTRACTING DEPARTMENT: HHSA/Community Services

Service Requested: Amendment 1 to the 2016 Funding Agreement for the Low-Income Home Energy Assistance Program (LIHEAP)

Contract Term: 01/01/2016 – 01/31/2017

Contract/Grant Value: \$1,963,983

Compliance with Human Resources requirements? N/A X Yes _____ No: _____

Compliance verified by: N/A – Incoming Funding

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: _____ Date: 4/12/16
Approved: _____ Disapproved: _____ Date: _____

By: 
By: RECEIVED

APR 06 2016

El Dorado County Counsel
9:20am

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ✓ Disapproved: _____ Date: 4-22-16 By: NY
Approved: _____ Disapproved: _____ Date: _____ By: _____

NOT IN EBIX

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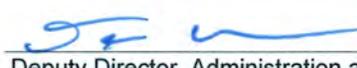
OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: Information Technologies – under separate cover.

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

 4/5/16
CFO Review Date

 4/4/16
Deputy Director, Administration and Contracts Date

Ⓢ 4/1/16
ACK 4/5/16

Contract #: 266-F1611, A1
Index Code: 531113

CONTRACT ROUTING SHEET 2 of 2

Date Prepared: 04-01-2016

Need Date: 04-19-2016

PROCESSING DEPARTMENT:

Department: HHS/CS
Dept. Contact: Zhana Mc Cullough
Phone #: 7154
Department Head Signature: Don Ashton, MPA, Director

CONTRACTOR:

Name: CA Dept. of Community Services
Address: 2389 Gateway Oaks Dr., Suite 100
Sacramento, CA 95833
Phone:

CONTRACTING DEPARTMENT: HHS/Community Services

Service Requested: Amendment 1 to the 2016 Funding Agreement for the Low-Income Home Energy Assistance Program (LIHEAP)

Contract Term: 01/01/2016 – 01/31/2017 Contract/Grant Value: \$1,963,983

Compliance with Human Resources requirements? N/A Yes No:

Compliance verified by: N/A – Incoming Funding

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: Information Technologies

Approved: Disapproved: _____ Date: 4/4/16 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

CFO Review _____ Date _____ Deputy Director, Administration and Contracts _____ Date _____



County of El Dorado Information Technologies

Jon Henry
Deputy Director

Address: 360 Fair Lane
Placerville, CA 95667
Voice (530) 621-5452

MEMORANDUM

Date: April 4, 2016

To: Zhana McCullough, HHSA Contracts

Subject: Contract Review, 266-F1611, A1 HHSA LIHEAP Amendment

The amendment does not change any language pertinent to IT. However, it is noted that **Article 4.5 System Security Requirements** describes requirements for encrypted data exchange. HHSA Community Service employees must access the CSD system only via the methods described in Paragraph B1, and must adhere to all other requirements in Article 4.5.

"The commitment of the Information Technologies staff is to deliver creative, practical solutions and services in support of the current and future technological needs of El Dorado County."



RESOLUTION NO. 064-2016 (REVISED)

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Authorization for the Health and Human Services Agency Director to Execute and Administer Program-Related Funding/Revenue Agreements, Allocations, and Grants

WHEREAS, in accordance with Board of Supervisors (hereinafter referred to as the "Board") Policy A-6 "Grant Applications," the "Board of Supervisors is the sole authority for accepting grant awards and approving grant agreements. After acceptance of a grant award and approval of the grant agreement, the Board may delegate authority to execute the grant agreement and other grant related documents"; and

WHEREAS, the Health and Human Services Agency (HHSA) receives many opportunities to obtain revenue to help fund program operations in the form of funding agreements, allocations, and grants from Federal, State, and other granting agencies (hereinafter referred to as "Revenue Agreements"); and

WHEREAS, these funding sources are vital to HHSA's ability to provide necessary and in some cases mandated services, to the community and residents of the County; and

WHEREAS, these Revenue Agreements are often received late and the timeline allowed by the funding authority (Federal, State, and other) for execution of the various Revenue Agreements is brief, resulting in a significant workload impact for HHSA, County Counsel, Risk Management, the Chief Administrative Office, and the Board; and

WHEREAS, the additional time required to prepare for and receive approval from the Board to accept the funding and execute Revenue Agreements reduces the period of time costs may be charged against the funding sources and results in costs charged to other funding sources, including General Fund; and

WHEREAS, the funding realized by these Revenue Agreements is included annually in HHSA's operating budget or has been approved individually by the Board; and

WHEREAS, to ensure the timely and efficient processing of revenue agreements thereby safeguarding the continuation of essential services, the Board of Supervisors hereby authorizes the HHSA Director to act on behalf of the County of El Dorado through June 30, 2017 and accept funding and execute all necessary documents required to secure and maintain Revenue Agreements from funding sources or granting agencies, as represented in Attachment A, as represented in the Agency's operating budget, or approved separately by the Board of Supervisors, including any future amendments or subsequent agreements, and contingent upon approval by County Counsel and Risk Management, as applicable.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of El Dorado does hereby:

- 1) Delegate authority to Health and Human Services Agency Director, on behalf of the County through June 30, 2017, in accordance with Board of Supervisors Policy A-6, to accept funding and execute Revenue Agreements from funding sources or granting agencies as represented in Attachment A attached hereto and incorporated by reference herein, including subsequent agreements from funding sources or granting agencies previously approved by the Board, and amendments thereto, if any, which provide the means for the Health and Human Services Agency to operate its various programs,

and contingent upon approval by County Counsel, Risk Management as applicable; and

- 2) Approve and authorize the HHSA Director to continue to administer these funding/revenue agreements, allocations, and allotments, and further authorize the HHSA Director or the HHSA Chief Fiscal Officer to execute any required fiscal and programmatic reports.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 19th day of April, 2016, by the following vote of said Board:

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

Ayes: Veerkamp, Ranalli, Mikulaco, Frentzen, Novasel
Noes: None
Absent: None

By: 
Deputy Clerk


Ron Mikulaco
Chair, Board of Supervisors

	Division	Funding Source / Granting Agency	Description	Reference Information			
				Agreement # in FY 2015-2016	Start Date	End Date	Approx. Amount
1	Community Services	CA Dept of Aging	Funding Agreement for certain Aging Services programs (CDA #AP-1516-29 and #AP-1617-29)	049-F1611 058-F1711	07/01/2015 07/01/2016	06/30/2016 06/30/2017	\$1,010,853
2	Community Services	CA Dept of Community Services & Development	Low-Income Home Energy Assistance Program (LIHEAP) 2016 Funding Agreement (CSD #16B-4007)	266-F1611	01/01/2016	01/31/2017	\$1,087,043
3	Community Services	CA Dept of Community Services & Development	2016 Community Services Block Grant allocation agreement. (16F-5009).	274-F1611	01/01/2016	12/31/2016	\$71,342
4	Community Services	CA Dept of Community Services & Development	Low-Income Home Energy Assistance Program (LIHEAP) 2015 Funding Agreement (CSD #15B-3008)	327-F1511	01/01/2015	09/30/2016	\$2,335,282
5	Community Services	CA Dept of Community Services & Development	Funding agreement for Dept of Energy Weatherization Assistance Program activities (CSD #15C-1007 and #16C-6007)	094-F1611 Rqstd 05-20-2016	09/01/2015 07/01/2016	06/30/2016 01/31/2017	\$58,210
6	Community Services	CA Dept of Health Care Services	Medi-Cal Targeted Case Management Provider Participation Agreement	09-1318	07/01/2013	06/30/2018	\$620,000
7	Community Services	CA Dept of Health Care Services	Funding Agreement for Medi-Cal Administrative Activities	14-90036	07/01/2014	06/30/2017	\$1,500,000
8	Community Services	Golden Sierra Job Training Agency	Workforce Investment Act Program for youths. (K698360-02)	333-F1611	01/01/2016	05/31/2017	\$387,272
9	Community Services	Golden Sierra Job Training Agency	Workforce Investment Act Program for adults. (K698360-01)	332-F1611	01/01/2016	05/31/2017	\$440,749
10	Community Services	Golden Sierra Job Training Agency	Funding for the Workforce Investment Act Program. Adult and Youth. (K594759-02)	366-F1511	10/01/2014	05/31/2016	\$698,526
11	Community Services	US Department of Housing & Urban Development	HUD Family Self-Sufficiency Program Coordinator Funds 2016 (CA151FSH701A015)	330-F1611	01/01/2016	12/31/2016	\$59,902

	Division	Funding Source / Granting Agency	Description	Reference Information			
				Agreement # in FY 2015-2016	Start Date	End Date	Approx. Amount
12	Mental Health	CA Dept of Health Care Services	Mental Health Plan Funding for the provision of Mental Health services to Medi-Cal eligible residents of the County. State Contract #12-89361	456-F1311	05/01/2013	06/30/2018	Varies - based on usage.
13	Mental Health	CA Dept of Health Care Services	Substance Use Disorder services funding for FY 2014 - 2017. (14-90055)	284-F1511	07/01/2014	06/30/2017	\$4,039,089
14	Mental Health	CA Dept of Health Care Services	2015-2016 Mental Health Funding allocations: SAMSHA = \$126,421 / CMHS = \$38,077 / MH BG = \$60,410	071-F1611	07/01/2015	06/30/2016	\$224,908
15	Mental Health	CA Dept of Health Care Services	2015-2016 PATH Allocation (Federal Projects For Assistance in Transition from Homelessness [PATH]).	046-F1611	07/01/2015	06/30/2016	\$35,072
16	Public Health	CA Dept of Aging	Funding Agreement for Multipurpose Senior Services Program (MSSP) (CDA #MS-1516-35 and #MS-1617-35)	058-F1611 035-F1711	07/01/2015 07/01/2016	06/30/2016 06/30/2017	\$257,100
17	Public Health	CA Dept of Health Care Services	Child Health and Disability Prevention (CHDP) and California Children's Services (CCS) allocations.	CHDP-CCS, 2015-2016	07/01/2015	06/30/2016	\$939,631
18	Public Health	CA Dept of Health Care Services	Medi-Cal Outreach and Enrollment (Contracted out to El Dorado County Community Health Center, #069-S1511.)	666-F1411	03/12/2014	12/31/2016	\$100,000
19	Public Health	CA Dept of Public Health	Federal FY 2015-2019 funding agreement for the Supplemental Food Program for Women, Infants and Children "WIC" (CDPH Agreement Number 15-10081)	089-F1611	10/01/2015	09/30/2019	\$3,250,503
20	Public Health	CA Dept of Public Health	Funding for Public Health Preparedness programs (PHP, Cities Readiness Initiative, HPP, Pandemic Flu), CDPH #14-10500	026-F1511	07/01/2014	06/30/2017	\$1,392,633

	Division	Funding Source / Granting Agency	Description	Reference Information			
				Agreement # in FY 2015-2016	Start Date	End Date	Approx. Amount
21	Public Health	CA Dept of Public Health	Childhood Lead Poisoning Program - to increase awareness of lead hazards, coordinate testing & case management. (14-10043)	053-F1511	07/01/2014	06/30/2017	\$60,000
22	Public Health	CA Dept of Public Health	Immunization services (Grant Agreement Number 15-10418).	075-F1611	07/01/2015	06/30/2017	\$147,218
23	Public Health	CA Dept of Public Health	Local Lead Agency (LLA) Comprehensive Tobacco Control Plan (TUPP) for FY 2015-2016.	100-F1611	07/01/2015	06/30/2016	\$150,000
24	Public Health	CA Dept of Public Health	AIDS Master Grant - Surveillance 13-20125	108-F1411	07/01/2013	06/30/2016	\$37,893
25	Public Health	CA Dept of Public Health	Reimbursement of Tuberculosis prevention and control activities in FY 2015-2016.	337-F1611	07/01/2015	06/30/2016	\$14,178
26	Public Health	CA Dept of Public Health	Maternal, Child and Adolescent Health (MCAH) Agreement Funding Application (AFA) for FY 2016-2017.	201609	07/01/2016	06/30/2017	\$450,000
27	Public Health	CA Dept of Resources, Recycling and Recovery (CalRecycle)	FY 2015-2016 Funding for Local Enforcement Agency (LEA) solid waste mgmt program (Cycle Code: EA26 / Grant ID: 17618) (Cycle Code: EA27 / Grant ID: 19151)	108-F1611 049-F1711	07/01/2015 07/01/2016	10/30/2016 10/30/2017	\$18,470
28	Public Health	CA Dept of Social Services	SNAP-ED (GetFresh) funding allocation for FFY 2016.	15-0698	10/01/2015	09/30/2016	\$206,562
29	Public Health	El Dorado Union High School District	Public Health Nurse activities/support on site at El Dorado Union High School (Healthy Start)	005-F1411 008-F1711	07/01/2013 07/01/2016	06/30/2016 06/30/2019	\$90,000
30	Public Health	First 5 El Dorado Children and Families Commission	Access to healthcare for children ages 0 - 5 and families; (Their Contract #1516-90063-34-711 and #1617-73010)	038-F1611 066-F1711	07/01/2015 07/01/2016	06/30/2016 06/30/2017	\$170,000

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REGISTRATION NUMBER	

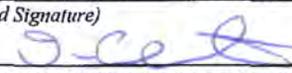
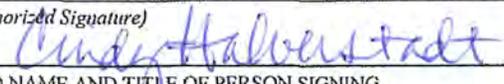
- This Agreement is entered into between the State Agency and the Contractor named below
 STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
El Dorado County Health and Human Services Agency
- The term of this Agreement is: **January 1, 2016 through January 31, 2017**
- The maximum amount of this Agreement is: **Total \$1,087,043.00**

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

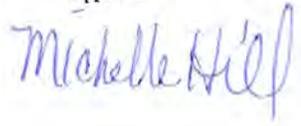
- Part I
 Preamble
 Article 1 - Scope of Work
 Article 2 - Contract Construction, Administration, Procedure
- Part II*
 Subpart A - Administrative Requirements*
 Subpart B - Financial Requirements*
 Subpart C - Programmatic Requirements*
 Subpart D - Compliance Requirements*
 Subpart E - Certification and Assurances*
 Subpart F - State Contracting Requirements*
 Subpart G - Definitions*
 Subpart H - Table of Forms and Attachments*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) El Dorado County Health and Human Services Agency	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 12/1/2015
PRINTED NAME AND TITLE OF PERSON SIGNING Don Ashton, MPA, Director, Health and Human Services Agency	
ADDRESS 3057 Briw Rd #A, Placerville, CA 95667	
STATE OF CALIFORNIA	
AGENCY NAME Department of Community Services and Development	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1/6/16
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Deputy Director, Administrative Services	
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833	
<input type="checkbox"/> Exempt per _____	

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



**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

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PART I

PREAMBLE

This subvention agreement, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2016 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD” or “Department”) and the contractor named on Form STD. 213, the face sheet of this document (“Contractor”), 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, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- A. Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended) and Government Code Section 16367.5 et seq., as amended. Unless otherwise specified in the Contractor’s LIHEAP Agency Plan elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. § 8624.
- B. The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. Award is made available through the United States Department of Health and Human Services.

1.2 Service Area

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

See Part II, Subpart H. The 2016 LIHEAP Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

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

1.3 Contract Amount

- A. The contract amount as represented on the face sheet (Form STD. 213) of this Agreement consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).
- B. Direct Services and Utility Assistance, as defined in Part II, Subpart G that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Agreement in Part II, Subpart B – Financial Requirements.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.6 of Part II, if any of the following pertain:

- A. This Agreement involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or
- B. Contractor has additional agreements with CSD for the provision of LIHEAP or Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Agreement applies.

1.5 Program Authorities – Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
1. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §§ 8621 et seq., and 45 Code of Federal Regulation (CFR) Part 96;
 2. The California Government Code §§ 16367.5 et seq., as amended, and Title 22, California Code of Regulations (CCR), §§ 100800 et seq.; and
 3. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).

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- B. Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement, administrative, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §16367.5 et seq. or 22 CCR §100800 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, 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. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200); and
 2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CCC-307).
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in the LIHEAP program, and as a condition of receipt of funds under the program, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;
 4. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;
 5. Contractor shall notify CSD within 10 working days of issuance of a CPN, if contractor is unable to fulfill its obligations under the new guidance;

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6. That the parties' failure to execute a mutually acceptable amendment and/or CPN, as contemplated in subparagraph C 4 and C 5, in a reasonable period of time, shall result in this Agreement being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
 7. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment and/or CPN as contemplated in subparagraph C 4 and C 5 cannot be achieved, then this contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.
- D. The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.
- E. Contract Elements Integral to Agreement
1. Contractor's Local Plan and the applicable portion(s) of the forms listed below (i.e. those portions concerning Direct Program Services or Utility Assistance, or both) are integral to this Agreement.
 - a. Agency Local Plan (referenced in Part II, Article 7.1)
 - b. LIHEAP Weatherization Budget, CSD 557D (referenced in Part II, Article 5.1)
 - c. LIHEAP EHA-16 Program Budget, CSD 537E (referenced in Part II, Article 5.1)
 - d. LIHEAP Performance and Expenditure Benchmark, CSD 622 (referenced in Part II, Article 10.5)
 - e. Certification Regarding Lobbying/Disclosure of Lobbying Activities
 - f. Executive Director and Board Roster (CSD 188)
 - g. Federal Funding Accountability and Transparency Act Report (CSD 279)
 - h. Out-of-State Travel Form (CSD 536)

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2. The Plan and forms must be completed by Contractor before CSD will execute the Agreement and Contractor is authorized to commence work. CSD will not forbear from executing this Agreement pending its own review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the Plan or forms. The approved Plan and forms shall become part of this Agreement.
- F. Contractor's signature affixed hereon shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Part II, Article 11, Section 11.1, "Certifications" of this Agreement.

1.6 Leveraging with LIWP

- A. The purpose of this section is to enable contractors participating in CSD's Low-income Weatherization Program (LIWP), funded pursuant to SB 1018, which establishes the Greenhouse Gas Reduction Fund for the deposit and allocation of revenues from Cap and Trade Auctions in the State of California, to fully implement any LIWP Agreement as may be executed by Contractor and CSD, with particular regard to leveraging activities conducted under each program. If Contractor is not participating in LIWP and has not executed a LIWP Agreement, this section does not apply.
- B. This section becomes operable if and when Contractor and CSD execute a LIWP Agreement and the present LIHEAP Amendment has been fully executed. This section shall remain operable for so long as such LIWP Agreement, as amended, remains in force.
- C. In order to effect the purposes of this section, Contractor may modify its LIHEAP priority plan, as necessary, for the purpose of concentrating services in disadvantaged communities (DACs), as defined in the LIWP Agreement, using Form 509, which shall be submitted to CSD for review. DACs have been designated areas of special need due to adverse conditions, including high rates of poverty, high concentrations of vulnerable populations, high rates of unemployment and challenging environmental conditions, all of which impact each member of the community, warranting special consideration in making priority assessments.
- D. For purposes of this section, Contractor's LIWP Agreement, if any, together with any amendments thereto, is incorporated by reference and shall be made a part of Contractor's LIHEAP Agreement. Any provision in the LIWP Agreement and/or amendments that violates federal or state law governing LIHEAP is not enforceable under the LIHEAP Agreement. However, LIWP contract provisions shall, to the extent possible and defensible, be interpreted so as to avoid conflict

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with federal or state law applicable to LIHEAP. Should a legitimate conflict between LIWP contract requirements and applicable law exist, the parties agree to implement LIWP in accordance with applicable law or endeavor to amend the LIWP Agreement as needed in order to realize the purposes of LIWP.

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PARTS I & II – ENTIRE CONTRACT

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION,
PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD. 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
 - 3. Zip Code Cross-Reference, if Contractor’s Service Area is defined in whole or in part by ZIP Codes.
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials, necessary for program implementation.
- D. Agreed upon Contract Execution Provisions and Procedures
 - 1. Only Part I, the Base Contract, will be exchanged by the parties for execution with original signatures, fully executed copies being retained by each party.
 - 2. Part II, Administrative and Programmatic Provisions is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
 - 3. CSD shall maintain a certified date-stamped “hard copy” of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, edit restricted, version of Part II on CSD’s “Provider Website,” which may be accessed by Contractor, “down-loaded” and printed at Contractor’s option.
 - 4. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as

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provided in paragraph C.4 of Section 1.5 with respect to program guidance, or as provided Section 3.2 of Part II, Subpart A, Article 3, with respect to minor modifications. Upon such amendment of any provision of Part II, the amended version shall be date-stamped and locked-down until such time as a subsequent Agreement or amendment is executed by the parties.

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 610”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety are found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor’s Option of Termination

- A. Notwithstanding the provisions of paragraph C of Section 1.5, Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in paragraph C of section 1.5, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:
1. Such notice of termination is in writing and will be effective 30 days after receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. 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.

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2.4 Budget Contingencies

A. State Budget Contingency

1. It is mutually agreed that 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 Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.
2. If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement 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 agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the State by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement 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 agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

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3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.
4. Subject to the provisions of subparagraph B 2, CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.5 Miscellaneous Provisions

- A. **Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. **Merger/Entire Agreement.** This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. **Severability.** If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. **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:
 1. To Contractor's address of record; and
 2. To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

The County Officer or employee with responsibility for administering this Agreement is Michelle Hunter, Program Manager I, Health and Human Services Agency, or successor.
Article 2 – Contract Construction, Administration Procedure

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PARTS I & II – ENTIRE CONTRACT**

PART II

SUBPART A – ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 – AGREEMENT CHANGES

3.1 Amendment

- A. Changes to this Agreement shall be made by formal amendment with exceptions specified in subparagraph D 4 of Section 2.1, Article 2 of Part I and in Section 3.2, below.
- B. Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time periods in which to phase-in the mandated change.

3.2 Minor Modifications

- A. Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Agreement.
- B. Minor Modifications shall not alter the maximum limits established for specific budget line items, i.e., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.
- C. Allowable modifications to this Agreement include the minor budget modifications and expenditure requirements, specified in Article 5.

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ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

- A. Upon execution of this Agreement, or prior to, Contractor shall submit to CSD a Board Roster form (CSD 188) listing the current roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. A link to the CSD 188 form is listed in Subpart H. If Contractor is a nonprofit or public entity that qualifies as an eligible entity under the federal CSBG Act, then Contractor shall instead submit a CSD 188, including contact information of the tripartite board. Contractor is responsible to notify CSD of any changes to the board roster within thirty (30) days of such occurrence.
- B. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of Part I, or by any lawful delegation of such authority that is consistent with Contractor's bylaws, the documentation of which has been communicated to CSD.
- C. Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that applies to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Agreement by CSD.
- D. Contractor shall submit to CSD the minutes from regularly scheduled meetings of the governing board and/or tripartite board no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be conducted in accordance with the board's bylaws.
- E. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

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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 Agreement and shall include:

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

4.3 Record Maintenance Requirements

- A. All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).
- B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.
- C. Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.
- D. To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

4.4 Insurance and Fidelity Bond

A. General Requirements

1. Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Agreement.
2. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subparagraph 3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Agreement.
3. In the event said insurance coverage expires during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
4. New Certificates of Insurance are subject to review for content and form by CSD.
5. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
6. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.
7. The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.
8. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

B. Self-Insurance

1. When Contractor is a self-insured governmental entity, the State, upon

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PARTS I & II – ENTIRE CONTRACT**

receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Agreement.

2. Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.
3. If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 days of coverage.

C. Workers' Compensation Insurance

1. During the term of this Agreement Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
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.

D. Commercial or Government Crime Coverage (Fidelity Bond)

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.
2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount of Direct Services set forth under this agreement.
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

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(ACORD 25) as evidence of compliance with the fidelity bond requirement.

E. General Liability Insurance

1. Contractor shall maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of compliance with general liability insurance requirements.

F. Vehicle Insurance

1. Contractor shall maintain for the term of this Agreement vehicle insurance in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work shall not be considered to be within the scope of employment.)
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 the State 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 California State Administrative Manual (SAM) Section 5300 and State Information Management Manual (SIMM) 5300, and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

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

B. Services Offered

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

C. Data Sensitivity

1. The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.
2. Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM 5305.5 and SIMM Section 5305-A).
3. To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes (“Electronic Intake”) in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer and retention requirements.

D. Information Exchange Security

1. The security of the information being passed on this primary two-way connection shall be protected through the use of encryption software. The connections at each end shall be secured plus the physical location the application systems shall be within a controlled access facilities. Individual users may not have access to the data except through their systems security software that is logged in detail or controlled. All access will be controlled by authentication methods to validate the approved users.

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2. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.
3. Both CSD and Contractor shall maintain security patches and anti-virus software updates.

E. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act and Trade Secrets Act (18 U.S. Code 1905) and the Unauthorized Access Act (18 U.S. Code 2701 and 2710).

F. Formal Security Guidelines

CSD's Computer Security Policy and Contractor's policy and procedures for internal controls shall conform to the standards and obligations for the protection of data established herein and shall ensure their implementation.

G. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24 hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents in SAM 5340 Information Security Incident Management; SAM 5340.4 Incident Reporting and SIMM 5340-A, Incident Reporting and Response Instructions.

H. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities involving the interconnection. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and security actions taken by system administrators.

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I. Data Sharing Responsibilities

Contractor will ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Agreement and subcontracts issued by Contractor, shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by the parties involved.

4.6 Travel and per diem

- A. Contractor's total travel for out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD. Contractor shall complete CSD 536 for all out-of-state travel.
- B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).
- C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations Section 599.615 through 599.638, and shall be reimbursed in accordance with the terms therein.

4.7 Codes of Conduct

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

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any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).

4.8 Conflict of Interest

- A. 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 Agreement shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- C. Pursuant 45 CFR § 74.42 and 92.36, Contractor shall not provide LIHEAP services or 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, such services must be pre-approved in writing by CSD whose approval shall be based on determination that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.
- D. To obtain approval by CSD, Contractor must demonstrate that it will:
 - 1. Follow all regular eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;
 - 2. ~~Comply with all dwelling eligibility requirements of this Agreement,~~ including but limited to rent increase and multiple dwelling restrictions;
 - 3. Substantiate the need for weatherization and Energy Heating and Cooling Services (EHCS) by completing a dwelling assessment for each individual dwelling unit served; and
 - 4. Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

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4.9 Procurement

A. Contract Administration

1. Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200) 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 Federal Awards (2CFR 200) and the applicable provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
2. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall 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.
3. All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Agreement shall be used solely for the activities allowed under this Agreement, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Agreement.
4. Contractor shall provide an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.
5. If a service or product is of a unique nature, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

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- a. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;
 - b. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and
 - c. Cost analysis to demonstrate reasonability.
6. Emergency Procurements. In cases of bona fide emergency where awarding a subcontract is necessary for the immediate preservation of public health, welfare, or safety, documentation of the emergency will be sufficient in lieu of the three-bid process.
7. CSD Lease/Purchase Pre-Approval Requirements. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:
- a. Any articles, supplies, equipment, or services having a per-unit cost in excess of \$5,000; or
 - b. Any articles, supplies, or equipment where the total contract amount exceeds \$100,000.
8. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.
9. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.
10. Contractor shall exercise due care in the use, maintenance, protection, and preservation of state-owned property in Contractor's possession or any other property or equipment procured by Contractor with State funds. Such care shall include, but is not limited to, the following:
- a. Maintaining insurance coverage against loss or damage to such property or equipment.
 - b. Ensuring that the legal ownership of any motor vehicle or trailer is in the name of the Contractor.

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11. To ensure compliance with the requirements for equipment and/or vehicles maintenance of property records pursuant to CPN-E 14-002, Contractor shall ensure that any property log or similar documentation contains all of the following information:
 - a. information relevant to any 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;
 - b. description of the property;
 - c. a serial number or other identification number;
 - d. the source of property;
 - e. who holds title;
 - f. the acquisition or lease date;
 - g. the cost of the property;
 - h. percentage of Federal participation in the cost of the property;
 - i. the location, use and condition of the property; and
 - j. any ultimate disposition data, including the date of disposal and sale price of the property or termination of the lease.

Contractor shall provide the information specified in subdivision a. above, including any supporting documents, to CSD upon request.

B. Limitation on Use of Funds

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

4.10 Subcontracts (CSD)

- A. Contractor may enter into subcontract(s) to provide services pursuant to this Agreement in the service area(s) specified in Section 1.2 of Article 1, Part I. Subcontracts must require that parties comply with all applicable provisions of this Agreement. Such requirement shall not relieve Contractor from any

Article 4 – Administrative Policies and Procedures

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performance obligation created herein, nor from liability for a subcontractor's failure of performance.

- B. If Contractor elects to subcontract for services, the board's authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in paragraph C. Contractor may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority through a resolution passed by the governing board.
- C. Within 60 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.
- D. 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/portal/public/SAM/#1>.
- E. 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 (EPLS) as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- F. Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).
- G. Contractor shall immediately notify subcontractor(s) in writing within five (5) working days of such action in the event the State suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of

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the subcontractor under this Agreement.

- H. Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse against the State over matters involving subcontracts entered into for the implementation of this Agreement, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts or criminal acts and other misconduct.
- I. Nothing in this Agreement creates or implies a contractual relationship between the State and any subcontractor or creates any obligation by the State to any subcontractor. Contractor is liable to the State for damages to the State for the acts and omissions of its subcontractors that occur in connection with the implementation of this Agreement. Contractor's obligation to pay its subcontractors is independent of any obligation of the State to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of the State to pay or ensure payments to subcontractors.

4.11 Complaint Management Policies and Procedures

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

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

- A. Pursuant to Title 22 of the California Code of Regulations, Section 100805, Applicants that have applied for benefits and/or services provided under a grant

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award from a contractor or a subcontractor whose application has been denied or not acted upon within fifteen (15) working days or has not received satisfactory performance according to the agreed upon program requirements of the contract has the right to first appeal such action to the contractor and, if not satisfied, subsequently appeal to CSD.

- B. Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of Section 100805 subdivision (b), plus:
1. Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. 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.
 2. Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
 3. Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division.
 4. Provisions to ensure Contractor to tracks information on denials and appeals to enable Contractor to report the number of denials and appeals in the regular monthly reporting process in EARS.

4.13 Fraud, Waste and Abuse

- A. Contractor shall make timely, a written report to CSD of incidents and activities, or suspected incidents and activities, involving fraud, waste and abuse of LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors,

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clients or other parties affiliated with Contractor, concerning the misuse of LIHEAP funds.

- B. Contractor shall provide employees, subcontractors, clients and other parties affiliated with the Contractor the information necessary to report fraud, waste and abuse to the U.S. Department of Health and Human Services Office of Inspector General fraud hotline.

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SUBPART B – FINANCIAL REQUIREMENTS

ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES
REQUIREMENTS

5.1 Budget Guidelines

A. Budget and Allocation Forms

1. Upon execution of this Agreement, Contractor shall submit all budget and allocation forms in Subpart H, including the 2016 LIHEAP Weatherization Budget (CSD 557D) and 2016 LIHEAP EHA-16 Program Budget (CSD 537E) based on the Maximum Amount of this Agreement and in accordance with the accompanying instructions and other applicable provisions of this Agreement. Contractor's budgets shall be consistent with final expenditures under the 2014 LIHEAP Contract for Direct Services (excluding Weatherization) and Utility Assistance. If Contractor's budget exceeds ten percent (10%) of those expenditures a written justification shall be provided.
2. In the event the LIHEAP annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in Subpart G. When this Agreement is amended to reflect the Final Allocation, the budget and allocation forms shall be amended to reflect the actual annual allocation.

B. Minor Modifications

If Contractor intends to request a minor modification to this Agreement, Contractor shall submit a *Request for Amendment/Modification Energy, CSD 509*, an updated budget if applicable, and a justification supporting the funds transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

1. Transferring funds between Direct Program Services and Utility Assistance.

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2. Transferring funds from one service component to another under the EHA-16 Program to include: Energy Crisis Intervention Program (ECIP) Energy Heating and Cooling Services (EHCS), Wood Propane and Oil (WPO) ECIP and Home Energy Assistance Program (HEAP), and Severe Weather Energy Assistance and Transportation.
3. Transferring funds from support lines to Direct Program Services and/or Utility Assistance.
4. Transferring funds from one service territory to another service territory is conditioned on multi-service territory performance requirements in accordance with Article 5.7, section C.
5. An increase to the out-of-State travel budget line shall require a request for modification to the budget and shall be submitted to CSD and approved prior to travel.
6. Changes to the Agency Local Plan
7. Changes to the Expenditure and Performance Benchmarks

C. Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the LIHEAP programs, components, i.e., Weatherization and ECIP EHCS.

1. Funding transfers that would increase or decrease amounts available for Weatherization above or below the twenty-five percent (25%) maximum are prohibited.
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 territory/territories that benefited from the proceeding transfer.

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D. Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through the term of the contract and in accordance with the Agency Local Plan.

E. Weatherization Waiver

Unless and until the Federal Department of Health and Human Services (HHS) grants the State a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in Column A of Contractor's Weatherization Budget. 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 Column B of Contractor's Weatherization Budget.

5.2 Utility Assistance Expenditure Requirements

A. The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable the State 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.

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 Agreement, with payments to recipients issued by the State.

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 Agreement, with payments to recipients issued by the State.

B. 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.

C. 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,

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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.

5.3 Working Capital Advance and Major Purchase Advances

A. Working Capital Advance (WCA)

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

1. The time elapsing between the transfer of funds and the disbursement or expenditure of the funds by Contractor is minimized; and
2. Contractor's financial management systems are compliant with the provisions of this Agreement and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).
3. Working Capital Advance (WCA) Requirements include the following standards:
 - a. The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Agreement;
 - b. The Model Federal Advance Requirements are hereby incorporated by reference and adopted by the parties, for purposes of guiding and informing WCA requirements under the Agreement. The "Model Federal Advance Requirements" are defined as the provisions set out in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200); and
 - c. Guidance issued by the State regarding the scheduling of the WCA and the disbursement or expenditure of the funds by Contractor, while conforming to the requirements of subparagraphs A. 1 and 2 of this section, shall also take into account the practical requirements and limitations of efficient administration and the effective implementation of this Agreement by both Contractor and the State.

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4. In order to affect the purposes and requirements of subparagraphs A. 1 and 2 above, the State has established the following general provisions in order to give effect to the WCA Requirements set out in this Agreement and in such supplemental guidance as may be issued:
 - a. To ensure a minimal lapse of time between the transfer of funds, and the disbursement or expenditure by Contractor, and to effect both the consolidation of advance requests and optimal administration of advance payments, the WCA will be based on Contractor's cash needs for the purpose of implementing this Agreement, with consideration given to the reasonable quarterly projections of anticipated expenditures allowable under the terms of this Agreement;
 - b. The WCA request shall be: 1) submitted in advance of the beginning of the quarter, in accordance with CSD's guidance; and 2) based on the Direct Service's portion of contract amount, exclusive of the Utility Assistance Portion and 3) is subject to CSD's review and approval;
 - c. Upon approval of the WCA request, a payment will be issued to Contractor, which shall be limited to one hundred percent (100%) of the Contractor's total projected expenditures for the entire quarter, not to exceed twenty-five percent (25%) of the Contractor's total contract amount, excluding Utility Assistance allocations amount. If the WCA request exceeds the remaining balance, then Contractor will only receive the amount of the remaining balance;
 - d. The WCA will be liquidated immediately, and will be reconciled at the end of the third month of each quarter. After issuance of a WCA, the balance will be offset by monthly expenditures in EARS.
 - e. ~~All WCA requests will be issued and reconciled pursuant to CSD Energy Policy and Procedures number EP 11-01, incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.~~
 - f. If, at the end of the contract term Contractor has received WCA payments in excess of requests for reimbursement that have been approved by CSD, Contractor shall promptly remit the excess balance owed.

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- g. Upon receipt of the WCA funds, Contractor shall deposit the advance funds in an interest-bearing account, in accordance with the provisions of this Agreement and Federal and State law. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds by CSD; and
- h. In the event the State determines that Contractor has used the WCA for reimbursement of expenses that are not allowable under the terms of this Agreement and/or under Federal and State law, the State may, in accordance with the applicable provisions of the CFR, compel Contractor to repay any WCA monies wrongfully used and/or may make such adjustments in future payments to Contractor as it deems appropriate in order to rectify such misuse of WCA funds.

5. Major Purchase Advances

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

- a. Request must be completed via the Major Purchase Advance Request (CSD 144).
- b. Limited to purchase of items in excess of \$5,000.
- c. No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD.
- d. Procurement must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558).
- e. Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect one-hundred percent (100%) liquidation in the month following the expected date of purchase.
- f. Major Purchase advance requests will not be granted until such time as no less than fifty percent (50%) of the current working capital advance has been paid back. The combined total amount of the working capital advance and major purchase advance cannot exceed twenty-five (25%) percent of the contract or the remaining

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contract balance, whichever is less.

B. Special LIHEAP Provisions

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

C. Interest on Advances

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

D. Non-advance Payments and Offsets

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

5.4 Program Income

A. Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) as income that is generated or earned as a result of LIHEAP activities.

B. Determining Net Program Income

1. ~~Except as provided below in paragraph 2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.~~

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.

C. Expenditure, Reporting, and Rollover of Program Income

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1. Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.
2. Contractor may expend program income during the term of this Agreement. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Agreement or at such other time(s) as CSD reasonably requires.
 1. Contractor's unexpended program income at the close-out of this Agreement shall roll over to subsequent LIHEAP Agreement(s).
 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 only for allowable LIHEAP expenditures.

5.5 Wood, Propane and Oil Returned Payments

- A. Contractor shall maintain a tracking-log of returned payments for services provided. Upon receipt of the returned payment Contractor shall make the following attempts to contact client:
 1. Make every reasonable attempt to contact client within five (5) working days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:
 - a. 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
 - b. 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.
 2. Hold the returned payment for the client for ten (10) business days subsequent to all attempts to contact the client.
 3. If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation.
 4. If Contractor is unable to identify the client of the returned payment the payment can added to the current WPO allocation.

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- B. Contractor may expend returned payments on WPO services during the term of this Agreement. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Agreement or at such other time(s) as CSD reasonably requires.
- C. Contractor's unexpended returned payments at the close-out of this Agreement shall be returned to CSD.
- D. Returned payments received after the close-out of the contract shall be promptly returned to CSD.
- E. If Contractor is unable to determine the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

- A. Cost Reporting
 - 1. All costs shall be reported using a "modified accrual" or "accrual" method of accounting.
 - 2. Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.
 - 3. Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.
- B. Administrative
 - 1. General
 - a. Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred in the Community Services Block Grant (CSBG) in excess of the CSBG contractual limitations.
 - b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary

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to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

2. Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200) as a guide for determining administrative costs.
3. Administrative Equipment More Than \$5,000—Acquisition Costs
 - a. Acquisition costs shall mean the actual costs associated with the purchase of equipment over \$5,000 per unit used for administrative purposes.
 - b. CSD must pre-approve purchases or lease-purchase option of equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).
4. Administrative Out-of-State Travel

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

C. Program Costs

1. General

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

2. Assurance 16

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

3. Intake

Intake shall be allocated at eight percent (8%) of the Weatherization Budget and eight percent (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

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eight percent (8%) of Final Allocation. Intake in excess of eight percent (8%) may be charged as an administrative cost not to exceed allowable administrative cost maximum.

4. Outreach

Outreach shall be allocated at five percent (5%) each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to five percent (5%) of Final allocation.

5. Training - Weatherization and ECIP-EHCS

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

b. 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.

c. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages.

d. Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Article 9.1 of this Agreement. 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), CSD training may include Local Service Provider's Meeting and Association of California Community and Energy Services Roundtable Meetings,

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and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

- e. Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.
- f. Out-of-State Travel

Staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to carrying out the LIHEAP program. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of the agency.

6. Acquisition Costs

- a. CSD must pre-approve purchases or lease-purchase option of vehicles and field office equipment with a total value greater than \$5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).
- b. Minor Vehicle and Field Equipment Less Than \$5,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs shall mean the actual costs associated with the purchase of vehicle and field office equipment under \$5,000 per unit used for the purpose of delivery of direct program services. Purchases must follow the procurement standards.

7. General Overhead Costs defined as:

- a. Those operating expenses other than Administrative Costs such as IT program costs, program supervisor and support worker salaries, workers compensation, equipment and vehicle operating expenses, other program labor, lodging and per diem, ancillary supplies, waste breakage, Historic Preservation review costs and liability insurance that are attributable to LIHEAP activities, shall be allocated between programs in compliance with federal requirements.
- b. General operating expenses may be charged to the program and are for activity/cost that are directly allocable to those activities

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defined as related facilities, office and computer equipment, office supplies, telephone, travel and travel as allowable program costs.

8. 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.

9. Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable). Workers Compensation for salaries and wages of staff chargeable under administrative costs shall be reimbursable at actual costs under administrative costs.

10. Automation Supplemental Allocation

a. Contractor can allocate funds to the Automation Supplemental Allocation (ASA) in an amount not to exceed fifty thousand dollars (\$50,000), to be used to meet Contractor's IT automation needs to comply with updated or new CORE requirements or contractual reporting requirements programmatic in nature, related CORE IT expenses, and with ongoing programmatic IT expenses. ASA funds are not limited exclusively to CORE-related IT expenditures but any IT expense related to CORE or costs incurred may include necessary training on upgrades to Contractor's system.

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

c. In order to qualify for reimbursement of expenditures incurred pursuant to this section, Contractor must fully comply with the following terms, conditions, and obligations:

i. The ASA may be used only for those Contractor's CORE-related IT expenditures that are programmatic in nature. CORE-related IT expenditures that are administrative in

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- nature must be charged against Contractor's Administrative Budget.
- ii. In delineating the program and administrative expenditures, Contractor shall consider whether the expenditure or cost is primarily used to support: 1) program operations; or 2) agency (organization) operations, as commonly understood under accountancy guidelines, with particular reference to the principles and provisions set out in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200) Programmatic CORE-related IT expenses are those incurred in connection with allowable program expenses as defined in the LIHEAP Agreement. The delineation between programmatic and administrative CORE-related IT activities will be determined in part by the type of IT system elected to interface with CORE and the array of functions the system will perform.
 - iii. Agencies with multiple contracts (LIHEAP and DOE) are limited to reimbursement up to \$50,000 per agency. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.
 - d. CORE-related IT costs charged to the ASA shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.
 - e. CORE-related IT costs that exceed the maximum ASA amount of fifty thousand (\$50,000) may not be reimbursed by CSD.
 - f. If Contractor has previously developed and utilizes its own unique customized automated reporting system to comply with CSD's reporting requirements, such contractor shall be deemed a "Self-Reporting User." The following provisions apply to Self-Reporting Users:
 - i. If Contractor elects to modify and upgrade its existing IT system so that the system is compatible with and able to interface with the CORE system, it is the Contractor obligation to ensure that the upgraded system is fully compliant with CORE requirements. CSD's responsibility is limited to providing Contractor or its consultants and

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

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

11. Weatherization Program Activities

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

12. ECIP Emergency Heating and Cooling Services (EHCS)

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

13. Solar Hot Water Heating Training

Contractor participating in the Solar Hot Water Heating pilot project can charge the actual costs for training associated with pilot participation.

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5.7 Service Area Expenditures Requirements

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

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

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

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

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

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

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

1. This Agreement involves funding for LIHEAP services provided by Contractor in multiple Service Areas;
2. Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Agreement; or
3. Some combination of 1 and 2 above

C. The Target Allocation(s) specified in this Agreement shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant

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award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

1. Contractor is required to expend ninety-seven percent (97%) or more of the applicable Target Allocation(s) in each Target Service Area(s).
 2. Contractor shall, as requested by CSD, submit an Agency Local Plan showing by which it will endeavor to attain the Target Service Area expenditure goals as specified in the Expenditure and Performance Benchmarks form, to include how it will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.
 3. At the time of closeout, Contractor shall submit a report comparing Contractor's expenditure goals, by Service Area, to actual expenditures, how Contractor's Expenditure Plan succeeded or failed, what lessons were learned, and what changes in operations are anticipated in coming years.
 4. Subject to CSD's written approval, Contractor may expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Agreement, under the following circumstances:
 - a. When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and
 - b. When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.
- D. Notwithstanding the provisions of paragraph C, Contractor is authorized under the terms of this Agreement to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, worker's compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

A. Claims for Reimbursement

1. Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and

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indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Agreement.

2. Contractor shall not be reimbursed for allowable expenditures incurred until after this Agreement is fully executed by the parties. Allowable expenditures incurred after the beginning contract date, but prior to execution of this Agreement may be reimbursed by CSD after execution of this Agreement, upon CSD's determination that the expenditures are allowable and would have been reimbursed had this Agreement been fully executed at the time the costs were incurred.

B. Assurance 16

1. Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.
2. Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same unit.

C. Wood, Propane, and Oil Assistance

1. HEAP WPO

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

2. ECIP WPO

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

D. Weatherization and EHCS Specific

1. Contractor may claim reimbursement for Weatherization-related activities under the terms of this Agreement as documented on the Weatherization Building Assessment and Job Checklist (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

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2. Contractor shall ensure that duplicate billings for the same product or service do not occur.
3. Maximum Reimbursements
 - a. Contractor shall be entitled to reimbursement for actual cost, not to exceed a maximum average of \$4,055 per dwelling unit weatherized with respect to the energy conservation measures and activities described in Reimbursement Rates for Weatherization and EHCS Activities located on the CSD Providers' website at <https://providers.csd.ca.gov>. In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act or any federal official declares an emergency pursuant to 42 UCS 8622(1), the maximum average reimbursement shall be \$7,105 per dwelling unit.
 - b. If an energy audit is performed, Contractor shall adhere to the investment determinations rendered by the site specific energy audit not to exceed the maximum average of \$7,105 per dwelling unit.
 - c. The amount of funds, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the \$7,105 maximum average per unit or by the \$7,105 maximum average per unit, if an energy audit is performed.
 - d. For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.
4. Measure Reimbursement
 - a. Measure Maximums
 - i. For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.
 - ii. Weatherization or EHCS measure costs exceeding the maximum

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reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, minor envelope repair, or another CSD program.

iii. When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and EHCS Activities located in Subpart H. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

b. Assessments and Diagnostics

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

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

(a) For dwellings weatherized under this Agreement, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Subpart G, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

(b) Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

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

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

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- v. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.
 - vi. HERS rater and permit fees are acceptable expenses and may be charged only once per measure to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS rater fee and permit reimbursement includes subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.
- c. Labor Reimbursement
- i. Contractor shall bill the number of actual labor hours and costs associated with the installation of Weatherization and EHCS measures for the time spent at the job site.
 - ii. Contractor must be able to substantiate all actual labor hours and labor costs charged.
 - iii. Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.
 - iv. When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's EHCS 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.
 - v. Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection e Other Program Costs.
 - vi. Contractor shall bill the actual labor hours incurred by Weatherization and EHCS crew members or other personnel associated with the direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.

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vii. Actual Labor Hours

Contractor may bill no more than the number of actual labor hours incurred by WX and EHCS crew members or other persons associated with the installation of Weatherization and EHCS measures for the time spent at the job site, direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a HERS Program Rater.

viii. Lead Safe Weatherization

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

d. Heating and Cooling Services (HCS/EHCS)

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

ii. Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a reweatherization call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

iii. For multi-unit dwellings with a common water heater, Contractor may claim reimbursement for only one water heater. Contractor may claim reimbursement for the actual number of water heater blankets used to wrap the common water heater. Contractor shall prorate the cost among all dwelling units within that building envelope.

iv. Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

e. Other Program Costs

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i. 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.

ii. Wages – Program Management and Support

(a) 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.

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

iii. Lodging and Per Diem

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

iv. Disposal Fees

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

v. Vehicle and Equipment Repair, Maintenance and Fuel

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

vi. Historic Preservation Reviews

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

vii. Clearance Inspections for HUD Units

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

viii. Waste Breakage

~~Waste breakage are those expenses associated with weatherization materials that 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.~~

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ix. Ancillary Supplies

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

5. Dwelling Status

a. Completed Units

- i. Except as otherwise provided in subsection ii below. 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.
- ii. In accordance with the CSD Field Guide, a dwelling shall also be considered complete if:
 - (a) The entire dwelling was required to be deferred;
 - (b) The dwelling had limited deferrals or the client refused feasible measures but all other feasible measures were installed; or
 - (c) The dwelling received an assessment and /or diagnostics and no other weatherization measures.
- iii. Contractor shall not bill for incomplete units or prematurely 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 subparagraph i.

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iv. 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.

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

b. Building Permits

Contractor shall obtain all required permits prior to the commencement of all work performed, unless work is performed as a result of imminent danger requiring immediate action where 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.

Any penalties or fines imposed on Contractor by the local authority or building department are not allowable costs.

c. Previously Weatherized Dwellings

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

d. Leveraging Funds

Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

- i. Reimbursement for Weatherization or EHCS activities is

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claimed only once when LIHEAP and DOE WAP, or any other funding source, are used concurrently in the same unit.

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

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

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

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ARTICLE 6 – REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

A. General

1. Contractor shall submit data and information concerning LIHEAP activity in the CSD's Weatherization Database. Reimbursement requests for expenditures associated with all related activity shall be reported in Expenditure Activity Reporting System (EARS).
2. Contractor must ensure that the activity reported in the Weatherization Database and the request for reimbursement reported in EARS, are aligned. CSD will not issue payment for reimbursement unless and until any disparity between the data entered in the Weatherization Database and EARS has been reconciled by Contractor.
3. Reporting Requirements
 - a. CSD will provide Contractor with specifications of minor reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 60 days. Minor changes are those that are routine in nature to begin the contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.
 - b. Major reporting changes, upon receipt of the specifications, shall be implemented in Contractors local system within as negotiated. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization Data Transfer Rules and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization Data Transfer Rules and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Providers' Website on the System Specification website page.

B. Monthly Reports

1. Contractor shall submit request for reimbursement of expenditures to CSD (excluding ECIP Fast Track and HEAP Electric and Gas) by entry into EARS, in accordance with the following provisions:
 - a. A monthly reports shall be submitted on or before the fifteenth

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(15) calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.

- b. All adjustments, if any, must be reported through EARS under the report period in which the expenditures occurred.

Contractor may at any time submit detailed information and date for services rendered, utilizing the Weatherization Database, provided the total submissions for any given month correspond to the EARS reimbursement request for the same month. The reports must be reconciled by Contractor before the monthly reimbursement request will be paid by CSD.

- c. Expenditures for Assurance 16, Intake, ECIP WPO, ECIP EHCS, SWEATS, and HEAP program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.
- d. Expenditures for Weatherization shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

- 2. Contractor shall also submit to CSD client/job detailed data for services rendered under LIHEAP Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO for the monthly period in which the service activity occurred and for which reimbursement for the service activity is requested.

- a. Utilizing the software database collections system, Contractor shall submit monthly detailed client/job data separately from the EARS monthly activity reimbursement reporting.
- b. The client/job detailed data shall be sent electronically on or before the fifteenth (15) calendar day following the reporting period in which direct service activity occurred.
- c. CSD must receive the Monthly Client/Job Detailed Data Report before the monthly EHA 16 and Weatherization Expenditure Activity Reports will be processed.

- 3. Reporting for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO

Contractor shall submit to CSD, client/job detailed data electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and

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HEAP WPO.

C. 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:

1. Dwelling address at which warranty and/or maintenance work was provided;
2. Reason for warranty and/or maintenance work (what was the problem);
3. The date (or dates) on which warranty and/or maintenance work was provided; and
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 during 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.

D. CSD Review

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

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E. Close-out Report

1. Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Agreement and return all unexpended funds to the State within 90 calendar days after expiration of this Agreement.
 - a. Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.
 - b. Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed and returned to CSD within 90 calendar days after expiration of this Agreement.
 - c. Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Agreement.
2. The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 days from the end of the contract term.
3. The close-out report shall include the following completed forms:
 - a. Close-out checklist with authorized signature (CSD 733);
 - b. Interest and Program Income Earned Reconciliation Report and Excess Revenue (CSD 733F); and
 - c. Equipment Inventory Schedule (CSD 733G).
4. Interest and Program Income-Earned and Excess Revenue

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to CCR § 100855, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occur.

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5. Any weatherization materials purchased with the funds under this Agreement and remaining at the expiration of this Agreement shall be credited against Contractor's weatherization materials expenditures under this Agreement and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustment are required.

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SUBPART C – PROGRAMMATIC REQUIREMENTS

ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES

7.1 LIHEAP Agency Local Plan

- A. 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.
- B. CSD will review the annual LIHEAP Agency Local Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Local Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Agreement by CSD.

- C. CSD's approval of the LIHEAP Agency Local Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Agreement.

7.2 Program Standards and Regulatory Requirements

- A. Program Standards
 - 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 Agreement as if attached hereto:
 - a. Upon release, CSD Weatherization Policies and Procedures;
 - b. CSD Weatherization Installation Standards (WIS);

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- c. CSD Weatherization Field Guide (FG)
- d. CSD Inspection Policies and Procedures;
- e. CSD LIHEAP/DOE Program Health and Safety Appliance Replacement Policy;
- f. ECIP Policy and Procedures;
- g. CSD Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy;
- h. Official State and Federal Program Notices and Guidance Documents; and
- i. Current Eligibility Verification Guide; and
- j. Weatherization Data Transfer Rules
- k. Utility Assistance Business Data Transfer Rules

Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies and protocols.

- 2. In the event of inconsistencies between policies and field protocols contained within the Weatherization Installation Standard Manual and/or the Weatherization Policies and Procedures and this Agreement, Contractor shall abide by the terms of this Agreement.

B. Regulations

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

- 2. All work performed by Contractor shall be in compliance with 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.

- 3. Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain

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Residential Structures and the Housing and Urban Development rules in 24 CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

4. All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Government or 45 CFR Part 74, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.
5. All materials used must be in compliance with Department of Energy rules in 10 CFR 440, Appendix A.

C. Title 24

1. Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.
2. The Title 24 energy conservation measure requirements to be applied are those applicable 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 Providers' website at <https://providers.csd.ca.gov>.
3. Contractor shall obtain the services of a qualified HERS Program Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Agreement.
4. Contractor shall obtain the services of a certified HERS Rater to perform the required field verification and diagnostic testing. The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

D. Pre-1978 Dwellings

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.

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2. HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding di minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.
3. Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

7.3 Prioritization of Services

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

7.4 Service Priority Guidelines

- A. Contractor shall give first priority for services to those households with the highest energy burden, or high residential energy users, and shall factor into its first priority for services those households with the following vulnerable populations: young children (ages 5 years or under), disabled, and elderly persons (ages 60 years or older).
- ~~B. Contractor may give first priority for services to those households whose members have life-threatening emergencies.~~
- C. For the ECIP Fast Track, HEAP Gas and Electric, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points for Energy Burden, Vulnerable Populations, Household Income, and any Optional Agency-Defined categories as referenced in the Agency Local Plan in Subpart H.
- D. Due to limited funding, Contractors are discouraged from providing either:

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1. Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or
 2. Weatherization services to dwellings previously weatherized under LIHEAP within the past four (4) years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Subpart H.
- E. Equitable Treatment
- Contractor shall ensure that owners and renters receive equitable treatment under this program.
- F. See Section 11.2 B, “Eligibility to Receive Federally Funded Public Benefits” concerning Federal restrictions on receipt of benefits.

7.5 Outreach and Intake Activity Guidelines

A. Outreach

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

B. Intake

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

1. Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant’s request within a reasonable amount of time.
2. Ensure applicants have access to applications, whether in hardcopy or electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or at CSD’s website at www.csd.ca.gov or at alternate location(s).
3. Accept applications for assistance during regular business hours.

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4. Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor.
5. Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences.
6. All sites where intake is conducted must be accessible to the disabled.
7. Contractor shall 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 program, and Department of Energy (DOE) program.
8. If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake 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.

C. Applicant Written Notification of Benefits

Contractor shall provide written notification to applicants, within fifteen (15) working days upon receipt of an application for services, whether benefits are pending review, incomplete, denied or approved. Written notification shall include one of the following:

1. Statement confirming the application was received and an estimated ~~timeframe the application review process will be completed.~~ Contractor must follow-up with an incomplete, denial or approval notification once the application has been processed.
2. Statement if the application was incomplete and identification of missing documentation.
3. Reason for denial to include information on how to appeal.

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4. Confirmation of applicant approval of services to include the name of applicant and amount of utility assistance benefit.

7.6 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used 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.

A. Needs Assessment

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

B. Client Education/Budget Counseling – General Requirements

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

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.
2. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
3. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

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

1. In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, and mold, radon and lead-based paint education.

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2. Occupants of pre-1978 units to be weatherized must be provided the EPA pamphlet, “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and School.”
3. Contractor shall provide to all clients the EPA pamphlet, “A Brief Guide to Mold, Moisture, and Your Home.”
4. Contractor shall provide 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.
5. Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.
6. Contractor shall provide all clients with the EPA pamphlet, “A Citizen’s Guide to Radon.”

D. Coordination

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

7.7 Leveraging Activities

- A. When ECIP EHCS services are provided contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the Field Guide.
- B. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in accordance with the Field Guide. Client files shall be documented accordingly.

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- C. If Contractor is leveraging with non-CSD funded programs to meet CSD program 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.
- D. Ensure usage of DOE approved priority list and audit tools on projects leveraged with DOE.
- E. 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

- A. 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.
- B. 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 Agreement.
- C. All Client Files – General Requirements

Contractor shall maintain a separate hard copy or electronic file, for each applicant. These files shall include, the following documentation, when applicable:
 - 1. For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600) and supporting documents;
 - 2. Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

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3. Utility/energy bill(s) for all sources of energy used by qualified households;
4. Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;
5. 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; and
6. Client denial or approval letter in accordance with Eligibility and Verification Guide.

D. 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:

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 Article 8.3 in subsection C. 3; and
2. Documentation substantiating the portion of rent that is allocated toward energy costs (HEAP and ECIP: Utilities included in rent and WPO only).

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

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

1. CSD Dwelling Assessment (CSD 540 series) or approved Contractor's equivalent;
2. Combustion Appliance Safety Inspection (CASIF) (CSD 700 or CSD 702 series);
3. Blower Door Data Sheet (CSD 704);
4. Duct Test Data Sheet (CSD 706);

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5. CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;
6. Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;
7. ECIP EHCS Assessment (CSD 57);
8. Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;
9. Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;
10. Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;
11. Contractor Post-Weatherization Inspection Report (CSD 611);
12. Weatherization Inspection Report (WIR) (CSD 581);
13. Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;
14. Client confirmation of work completed;
15. Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;
16. Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;
17. Waivers from CSD to exceed maximum costs of weatherization measures;
18. Documentation that substantiates all actual labor hours including a time and activity log associated with each job;
19. Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;
20. 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;

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21. Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;
 22. Documentation referring to CSD or non-CSD weatherization;
 23. Documentation of HERS inspection and a copy of the invoice from the HERS rater;
 24. Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;
 25. All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;
 26. Photographic documentation as required by WIS;
 27. Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file; and
 28. Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed.
 29. Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708)
- F. Client Files – Severe Weather Energy Assistance and Transportation Services (SWEATS) Specific
1. Contractor shall maintain the following documents for each applicant receiving services under SWEATS, as applicable:
 - a. Severe Weather Energy Assistance and Transportation Services Intake (CSD 51) or Energy Intake Form (CSD 43) or approved Contractor's equivalent to CSD 43; and
 - b. Temporary Emergency Portable Appliance Loan Agreement and Waiver (CSD 52).
 2. Contractor shall maintain the following documents for each applicant receiving Utility Assistance services under SWEATS:
 - a. Severe Weather Energy Assistance and Transportation Services Intake (CSD 51) or Energy Intake Form (CSD 43) or approved Contractor's equivalent to CSD 43;

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- b. Documentation of utility/energy bills at the time of intake; and
- c. Documentation that substantiates that the household's economic hardship is a direct result of the disaster.

G. Weatherization and ECIP EHCS Specific

1. Labor and Materials

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

2. Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Providers' Website and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

- a. CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.
- b. Contractors shall maintain all training records in the Training Database for trainings provided by third-parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

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- c. Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.
- d. Contractors shall update the Training Database employee information on or before the first (1st) day of each subsequent month.

3. Equipment

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

4. Energy Audits

Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of 3 years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings or other pending matters, whichever is later in accordance with Section 4.3.

H. Automation

-
- 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 WX Data Transfer Rules layout found at <http://providers.csd.ca.gov/SystemSpecifications.aspx>. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail.

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Contractor shall assure that adequate files are maintained as required in Article 7.8.

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 agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing the State with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).
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

- A. Applicant Eligibility
 - 1. Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
 - 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://providers.csd.ca.gov>.
 - 3. Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.
- B. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. 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 and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services.
- C. Contractor may establish a maximum benefit for HEAP WPO payments; such maximum shall be consistently applied. ECIP WPO payments cannot exceed \$1,000.
- D. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.
- E. Once applicants meet the eligibility and prioritization criteria and funds are available:

 - 1. Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent.
 - 2. Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
 - 3. CSD will not make payments to clients for WPO assistance.

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4. Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- F. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- G. 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 agreement, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines

- A. Applicant Eligibility
 1. Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
 2. Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at <https://providers.csd.ca.gov>.
 3. Contractor shall certify a household's income eligibility prior to the delivery of energy program services.
 4. Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.
 5. The income certification shall remain in effect for a period of 120 days from the date they are deemed eligible for services.
- B. Dwelling Eligibility
 1. Contractor shall perform the assessment of weatherized dwellings within 120 days of the certification date to receive weatherization assistance services. In the event the Contractor is unable to perform the weatherization dwelling assessment within the 120-day period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility, prior to commencing the delivery of any form of weatherization assistance service including the dwelling assessment.

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- 2. Contractor shall complete the post-combustion appliance safety test within sixty (60) days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.
- 3. Contractor shall complete weatherization services within six (6) months from the date of the original assessment of a dwelling. In the event the Contractor is unable to perform all weatherization services within the six-(6) month period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.
- 4. **Permission to Provide Services**
 - a. Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the tenant and the (or owner's agent) to performing 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. At a minimum, the written documentation and/or notification shall include the following:
 - i. General permission to do assessment and weatherization work;
 - ii. Notification of specific work to be done before the work commences; and
 - iii. Notification of need for significant structural and engineering changes.
 - b. If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling and/or from the owner of a rental unit prior to continuing with the scheduled work.
- 5. **Rent Increase Restrictions**
 - a. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for

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their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

- b. Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint including date complaint was made, date investigations began, and results.
- c. CSD will evaluate the merits of the complaint and all supporting documentation. Should a complaint be found valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or complex.

6. Multi-Unit Dwellings

- a. In accordance with 10 CFR 440.22(b) (2), Contractor may weatherize a building containing rental dwelling units when not less than 66% (50% for duplexes and four-unit buildings) of the dwelling units in the building:
 - i. Are eligible dwelling units, or
 - ii. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.
- b. If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.
- c. Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each complex and shall maintain a copy in each individual client file.

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- d. Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.
 - e. The owner signed a copy of 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, authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;
 - f. No undue or excessive enhancement shall occur to the value of the dwelling units.
7. Previously Weatherized Dwellings
- a. Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered re-weatherization.
 - b. A previously applied measure may be reinstalled during its useful life term, as described on Subpart H 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.
 - c. Unoccupied multi-unit dwellings previously weatherized in accordance with this Agreement and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed reweatherized dwellings.
 - d. If a dwelling has been previously weatherized under a CSD or ~~another federal or non-federal program, Contractor may provide~~ previously unapplied mandatory and optional measures within the dollar limits of this Agreement. The dwelling and occupant eligibility must be recertified.
8. Ineligible Dwellings
- a. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program

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within 12 months from the date of completion of the proposed weatherization.

- b. Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).
- c. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Agreement.

C. Minimum Requirements for Weatherization Services

- 1. Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or other program may be weatherized under this Agreement only if:
 - a. Ceiling Insulation plus two additional Mandatory Measures are installed, or
 - b. In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.
- 2. Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two (2) additional Mandatory measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible, at least three (3) Mandatory measures are installed.
 - a. Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.
 - b. Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.
- 3. If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred and the dwelling ineligibility documented in the client file.
- 4. Repair of large leaks identified by blower door testing may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and/or weather-stripping are not feasible, thus reducing the number of feasible Mandatory Measures to fewer than needed to qualify

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the dwelling for weatherization. In this case, Contractor may substitute non-infiltration reduction Optional Measures as needed for the non-feasible caulking and/or weather-stripping measures.

5. The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.
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.

D. Dwelling Assessments

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.
2. Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subparagraph 6. b.
3. Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Article 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Worksite Safety.
4. Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.
5. 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.

6. Dwelling Assessment Performance

- a. Dwelling assessments shall include the following required activities:
 - i. The visual assessment of the eligible dwelling to identify

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safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Agreement. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable.

- ii. The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions.
- iii. The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

b. Historic Preservation Review of Dwellings

- i. To ensure compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470), 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 Agreement, the historic review shall be known as the Historic Preservation Review.
- ii. 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.
- iii. When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subparagraph ii, Contractor shall initiate the Historic

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Preservation Review process as specified in CSD Historic Preservation Review Policy incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.

- c. Combustion Appliance Safety (CAS) Tests
 - i. The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.
 - ii. If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration reduction measures.
- d. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.
 - i. Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).
 - ii. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.
- 7. Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Agreement. In the event the weatherization of a dwelling threatens the general health and safety of weatherization personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

E. Diagnostic Testing

Article 8 – Program Implementation

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1. Contractor shall perform the blower door diagnostic testing only for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) including mobile homes, and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement. Blower door diagnostic testing shall be proportionate to the number of completed units for each quarterly period.
2. Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization blower door test.
3. Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.
4. Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Article 9.1, Training Requirements.
5. If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed or the unit is replaced.

F. Health and Safety Measures

1. Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
2. Contractor is authorized to mitigate health and safety hazards generated by combustion appliances, preserve or improve indoor air quality, and address knob-and-tube wiring. In addition to all provisions in this Agreement regarding Health and Safety Measures, Contractor must adhere to the Health and Safety Appliance Replacement Policy, to seek reimbursement for replacing specified appliances. The Health and Safety Appliance Replacement Policy is hereby incorporated by reference to this Agreement and available on the CSD Providers' website at <https://providers.csd.ca.gov>.

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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:
 - a. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;
 - b. Dwelling already has that measure in place;
 - c. Measure cannot be properly installed;
 - d. Client refuses installation (client refusal is to be documented and placed in file);
 - e. Maximum dollar limit is reached; or
 - f. Measure is not needed or required.
4. After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.
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:
 - a. The combustion appliance is repaired or replaced; and
 - b. All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

- ~~6. If the dollar limit has not been reached in installing feasible Mandatory measures, Contractor may install optional measures.~~

7. Health and Safety Measures
 - a. The following guidelines are restricted to occupied SFD and/or MUD units:
 - i. A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating

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- appliance, serving as the dwelling's primary heating source.
- ii. A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.
- b. Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:
- i. All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.
 - ii. All such appliance replacements are further subject to the Health and Safety Appliance Replacement Policy.
 - iii. For those conditions where a true crisis exists and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.
 - (a) Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.
 - (b) Occupant shall certify that all of the manufacturer's safety instructions will be abided by.
 - (c) Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.
 - iv. The age of a heating/cooling appliance shall not be used as a basis for replacement.

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- c. Prior to the performance of any heating/cooling appliance service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.
- d. Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than fifty percent (50%) of the cost of installing a new replacement unit.
- e. If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.
- f. When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

G. Energy Audit Requirements

- 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 the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol and CSD Priority List Policy.
 - a. Contractor shall install measures shown by the energy audit to have a saving-to-investment ration (SIR) of 1.0 or greater.
 - b. ~~Contractor shall install measures with higher SIRs before or instead of measures with lower SIRs.~~
- 2. Energy audits shall be conducted as specified in the CSD Measure Installation Policies and Procedures incorporated by reference to this Agreement and available on the CSD Providers' website at <http://providers.csd.ca.gov>.
 - a. REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing

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twenty-four (24) or fewer dwelling units where each unit is independently heated and cooled and has its own domestic hot water heater.

- b. Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

H. Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

A. Purpose of ECIP Funds

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

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

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mitigate the loss or impairment of life, health, property, or essential public services.

B. Capacity and Responsibility to Provide Emergency Assistance

1. In accordance with federal and state law, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance 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).
2. Contractor agrees to provide all reasonable information requested by CSD during the term of this Agreement in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.
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 Agreement permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Agreement.

C. ECIP Fast Track and WPO

1. ECIP Fast Track and WPO Services shall be provided in accordance with the Agency Local Plan in Subpart H.
2. Applicant Eligibility
 - a. Assistance shall be available only to households with incomes that do not exceed an amount equal to sixty percent (60%) of the State median income.
 - b. Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.
 - c. Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

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- d. Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Subpart F, DEFINITIONS.
 - e. ECIP Fast Track Utility Assistance
 - i. The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company (-ies) and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.
 - ii. For purposes of the present paragraph C, 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).
 - f. 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:
 - i. Proof of utility shutoff notice;
 - ii. Proof of energy termination;
 - iii. Insufficient funds to establish a new energy account;
 - iv. Insufficient funds to pay a delinquent utility bill; or
 - v. Insufficient funds to pay for essential firewood, oil, or propane.
3. ECIP Fast Track Benefit Determination

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

- a. Contractor shall ensure that the total ECIP Fast Track benefit amount (ECIP Fast Track base amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges,

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reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

- b. When only issuing a ECIP Fast Track base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.
- c. Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (ECIP Fast Track plus supplemental benefit amount) does not exceed \$1,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed \$1,000).
- d. 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.
- e. Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Subpart H and the current LIHEAP Eligibility and Verification Guide.

4. ECIP Fast Track/WPO Payment Guidelines

- a. Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; 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.

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- b. Contractor shall ensure that the maximum total ECIP WPO benefit does not exceed \$1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed \$1,000.
 - c. Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

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- d. Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:
 - i. Not later than 48 hours after a household is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis.
 - ii. Not later than 18 hours after a household applies 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.
 - iii. When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be sent to the client via an account credit letter from CSD or the utility company, or it shall be shown as a credit on the utility bill(s).

5. ECIP WPO Payment Guidelines Specific

- a. Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent.
- b. Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.
- c. CSD will not make payments to clients for WPO assistance.
- d. Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.
- e. Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.
- f. 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 agreement, approved by CSD, between Contractor and vendor provides for other terms.

D. ECIP Emergency Heating and Cooling Services (EHCS)

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1. Applicant Eligibility

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

2. Dwelling Eligibility

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

3. Dwelling Assessments

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

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

4. Allowable Services

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

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

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

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

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

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

8.4 Severe Weather Energy Assistance and Transportation Services (SWEATS) Activity Guidelines

- A. The Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy was developed by CSD to facilitate the delivery of allowable LIHEAP services, including utility assistance and weatherization, during a bona fide emergency. The policy includes guidelines and other criteria which, if followed, will authorize the Contractor to expend LIHEAP funds to respond to eligible beneficiaries impacted by the emergency. The SWEATS Policy is incorporated by reference to this Agreement and is available on the CSD Providers' website at <https://providers.csd.ca.gov>.
- B. The activation of SWEATS services is at CSD's sole discretion and will be time-limited according to CSD's official notification. In the event a bona fide emergency occurs during CSD non-business hours, Contractor at its discretion may elect to activate the terms and conditions of SWEATS. The local activation of SWEATS will remain in effect until CSD's next official business day.
- C. Eligible households may receive the following SWEATS emergency services:
 - 1. Utility Assistance
 - 2. Temporary Shelter, Coats, and Blankets
 - 3. Transportation Services
 - 4. Portable Heating and Cooling Appliances and Generators
- D. For Applicant Eligibility, Service Provisions, Reimbursements, Reporting, and Record-keeping requirements, refer to the SWEATS Policy.

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8.5 Quality Assurance

A. Certification

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

B. Post-Weatherization Inspections

1. Contractor shall perform Post-Weatherization Inspections on one-hundred percent (100%) of the total weatherized dwellings under this Agreement. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving a post-inspection.
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 CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:
 - a. One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering client to reschedule; or
 - b. One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering client to reschedule.
3. Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD weatherization guidelines. At a minimum, the post-inspection shall:

 - a. Review the CSD Dwelling Assessment Form (CSD 540) to ensure that all feasible weatherization measures identified during the assessment were installed.
 - b. In the event weatherization crews identified and performed additional weatherization measure installations not disclosed during the dwelling assessment, then the Inspector shall ensure that

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these measures conform to CSD weatherization guidelines and are notated on the CSD Dwelling Assessment Form (CSD 540).

- c. Verify that all measures were completely installed in accordance with said terms and conditions of this Agreement. In addition, installed measures shall be reviewed to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Agreement.
 - d. Verification that the unit received blower door, and duct leakage testing, as applicable;
 - e. 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
 - f. 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.
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.
 5. Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Agreement.
 6. An assessment and post-inspection shall not be performed by the same staff member within the same dwelling. Exemptions to this requirement may be granted for agencies where it is economically challenging and/or operationally impractical to achieve the desired job separation between weatherization field staff. In order to receive an exemption, Contractor must submit a written request to CSD for review and approval. Upon approval, Contractor may have the same staff perform unit dwelling assessment and post-inspection activities and be subject to an increased percentage of Third-Party Inspections.
 7. The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing

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Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

C. Third-Party Inspections

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

D. Noncompliance

1. Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition within five working days or within the modified completion date for units receiving a time period extension. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the hazardous condition remains unresolved.

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2. If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.
3. If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the noninstalled measure or quantity will be withheld from subsequent reimbursements.
4. Contractor will be subject to Special Conditions, in accordance with Article 10.4, if it is determined that one or more of the following conditions exist:
 - a. Contractor has a history of unsatisfactory performance.
 - b. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.
 - c. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).
 - d. Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

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ARTICLE 9 – TRAINING, LICENSING AND CERTIFICATIONS

9.1 Training Requirements

- A. All training, as indicated by employee classification in the Training Matrix located in Subpart H shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

- B. Training Provisions for Staff of Contractor and Subcontractors:
 - 1. For the purposes of this section, subcontractors must have prior experience providing basic weatherization services pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Article 9.1 subsection D.

 - 2. Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Energy Auditor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, conduct an audit on, weatherize, or inspect a dwelling unit until the required Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

 - 3. Within 90 days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.

- C. Training Provisions Based Upon Job Duties:

 - 1. When job duties included duct leakage and blower door diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.
 - a. Subsequent to successful completion of the Duct Leakage/Blower Door Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice

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- under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.
- b. Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
2. When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.
 - a. Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.
 - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
 3. When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform assessments or supervision without having completed the required training. Certificates of Completion shall be issued following successful completion of the second phase (“field portion”) of the training.
 - a. Subsequent to successful completion of Field Assessment and/ or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.

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- b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
 - 4. Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.
 - a. Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.
 - b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.
- D. Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in the Training Matrix located in Subpart H, prior to commencing unit production work.
- E. Training and technical assistance funds may also be used to train Contractor's subcontractors participating in the program and excludes on-the-job training. In making the determination to pay for subcontractor training, Contractor should secure a retention agreement in exchange for the training. The subcontract agreement should stipulate that the subcontractors will work in the program, for a minimum of 12 months. The training costs are limited to travel, admission and materials.
- F. Training Provisions for Staff of Subcontractors Who Provide Specialty Services

All field employees of subcontractors who perform HVAC work for a Contractor are strongly encouraged to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of the Contractor to perform all pre-and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.

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G. For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

H. EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

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

1. Current CSD Weatherization Installation Standards;
2. CSD Weatherization Program Policies;
3. Other applicable policies and procedures; and
4. Official State and Federal Program Notices.

J. OSHA-10 is required for all crews, and OSHA-30 is required for all agency supervisors who are regularly on-site and monitor for field safety.

9.2 Contractor Licensing

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

A. Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors' State License Board (CSLB) in the name of the agency/qualifying individual;

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- B. Fulfill the requirements of, and receive certification pursuant to the Toxic Substances Control Act (TSCA), Section 402; and
- C. Notify CSD when any changes in licensing occur.

9.3 Special Licensing - Weatherization

- A. 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.
- B. Possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers.

9.4 Environmental Protection Agency (EPA) Certifications

- A. All Contractors shall be certified as an EPA Certified Firm in accordance with EPA's Regulation on Residential Property Renovations requirements (40 CFR 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are exempt from being certified as a firm.
 - B. Contractors shall have at least one certified renovator on staff that is trained by EPA-approved training providers. Contractors who subcontract all of their weatherization and ECIP EHCS services shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.
 - C. Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.
 - D. Any Contractor or subcontractor (basic and specialty, if applicable) without an EPA Certified Firm certificate on file with CSD will not be allowed to work in the Renovator capacity on pre-1978 buildings.
-
- E. Any EPA Certified Renovator for a Contractor and subcontractor (basic and specialty, if applicable) without certifications on file with CSD will not be allowed to work in the capacity of a Renovator on pre-1978 buildings.

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SUBPART D – COMPLIANCE REQUIREMENTS

ARTICLE 10 – COMPLIANCE POLICIES AND PROCEDURES

10.1 Right to Monitor, Audit, and Investigate

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

10.2 Auditing Standards and Reports

- A. Auditing Standards
 - 1. *Applicability of new OMB “Supercircular” audit provisions.* The standards set forth in this Article (10.2 – Auditing Standards and Reports) reflect the updated audit requirements as set forth in 2 CFR §200.500 *et seq.* These requirements shall apply to audits of agencies with fiscal years beginning on or after December 26, 2014.
 - 2. *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Agreement by reference in Part II, Subpart

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H. The Supplemental Audit Guide may be accessed at
<http://providers.csd.ca.gov>.

B. Audit Reports

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of 2 CFR Subpart F – Audit Requirements §200.500-521, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in “Government Auditing Standards, December 2011 Revision, as amended.”
2. *Organizations below audit threshold A-133 audit threshold.* Contractors falling below the federal funding threshold that mandates a single agency-wide audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon thirty (30) days written notice.
3. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

C. *Submission of Audit Reports.* Contractor shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s), or nine (9) months after the end of the Contractor's fiscal year.

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

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional

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copies of the audit report must be submitted to the following address:

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

E. In the event that an agency fails to comply with the audit requirements under this section, CSD may impose sanctions as provided in 2 CFR §200.338 - *Remedies for noncompliance*, which may include:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency or pass-through entity;
2. Disallowing all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspending or terminating the federal awards;
4. Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180 and Federal awarding agency regulations) be initiated by the Federal awarding agency;
5. Withholding further federal awards for the project or program; and/or
6. Taking other remedies that may be legally available.

F. Collection of Disallowed Costs

1. In the event questioned costs are identified in Contractor's single audit report or in the report of other audit conducted by, or on behalf of, CSD in connection with the implementation of this Agreement, Contractor shall comply with any demand for repayment made, as specified in the Audit Transmittal Report (TR) or other audit repayment demand document.
2. Contractor shall have no less than 30 days from the date of the TR or comparable document 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.
3. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided in subparagraph 2, CSD shall, after consideration of Contractor's submission, issue a TR requesting

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payment of disallowed costs, if any are determined to be owing, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from the date of the TR to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 10.4, paragraph D, subparagraph 5 of this Agreement, for CSD's final determination of disallowed costs.

4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.
5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

10.3 Compliance Monitoring

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor must substantiate that all costs claimed pursuant to this Agreement are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.
- B. As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200).
- C. CSD is required to conduct on-site and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State LIHEAP program and OMB Circular.
- D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.
- E. In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200) requirements for access to records pertinent to administration of this Agreement, Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement. To the extent Contractor maintains records and documents in an electronic format, Contractor

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must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this paragraph. In order to realize the objectives of this subparagraph and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

1. Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively “Associated Programs.”
2. With respect to such list of clients, jobs, or properties, provide CSD and/or the investigative entities or persons referenced in Article 10.1., subsection B., access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Agreement, or applicable federal and/or State LIHEAP program guidelines.
3. For purposes of this paragraph E:
 - a. “Duplicate billing” is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.
 - b. 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.
4. It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.
5. In the event Contractor is unable to comply with the provisions of

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subparagraphs 1. or 2. because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written agreement between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

- a. Contractor has not submitted duplicate billings to both LIHEAP and Associated Program.
 - b. Contractor has not otherwise engaged in similar actions in violation of federal or state law.
- F. In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.
- G. Collection of Disallowed Costs
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.
 2. *Time for response.* Contractor shall have no less than 30 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.
 3. *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 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 Article 10.4, paragraph D, subparagraph 5 of this Agreement, for CSD's final determination of disallowed costs.
 4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

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

10.4 Enforcement Process - Noncompliance with Requirement of this Agreement

A. General

The authority for CSD Enforcement Actions, as defined in paragraph B, 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, Cost Principles, and Audit Requirements for Federal Awards (2CFR 200), and in state regulations, with particular reference to 22 CCR 100875. In order to facilitate compliance with the cited authorities, the parties to this Agreement agree 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. Accordingly, the parties hereto agree as follows:

B. Enforcement Action, “High Risk” – Determination and Notice

1. If CSD determines that Contractor is not financially stable and that Contractor’s financial condition is so tenuous that its ability to implement this Agreement is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Agreement and that Contractor’s noncompliance constitutes a material breach of the Agreement, CSD may initiate an Enforcement Action. For purposes of this article, “Enforcement Action” means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor’s service provider status.
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 they must be taken and completed.
3. For purposes of this article, “material breach” means any act or omission by Contractor that is in contravention or disregard of Contractor’s duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:
 - a. constitutes fraud or gross negligence by Contractor or its agent(s);

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- b. is likely to result in significant waste and/or abuse of federal funds;
- c. has a significant adverse impact on Contractor’s ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;
- d. violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;
- e. may have serious adverse effects and consequences on the Contractor’s customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR
- f. may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

C. Special Conditions and Sanctions

- 1. “High risk” designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor’s performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in paragraph B, above.
- 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:
 - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).
- 3. Special Conditions may include, but are not limited to:
 - a. obtaining training and/or technical assistance;

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- b. the imposition of special or additional reporting requirements;
 - c. special or conditional cost reimbursement requirements and procedures;
 - d. the provision of documentation by Contractor; and/or
 - e. the requirement to amend or modify systems, procedures, and/or policies;
4. Sanctions may include, but are not limited to:
- a. the suspension of advances and/or reimbursements; and/ or
 - b. the issuance of stop work orders.
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:
- a. substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Agreement, or
 - b. the associated costs are otherwise very likely to be disallowed; and
 - c. if Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.
6. Review of Special Conditions and/or Sanctions.
- a. if Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five working 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;
 - b. CSD shall have five working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.
 - c. Contractor may, within five 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

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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.

- d. 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.
- e. 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.
- f. Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 5. c. applies.

D. Cost Disallowance

- 1. If Contractor's non-compliance with the terms of this Agreement results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.
- 2. The Statement of Questioned Costs shall include:
 - a. a description of the costs questioned and the specified amount by type or category of costs;
 - b. the reason the costs are questioned and the information and/ or documentation required to justify payment of the costs; and
 - c. the timeframe and procedures for Contractor's submission of the ~~required information or documentation to CSD.~~
- 3. If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample

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opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subparagraph, CSD may either impose sanctions, as provided in subparagraph C. 4. or, if feasible, issue a Notice of Disallowed Costs.

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:
 - a. the amount of disallowed costs to be repaid, if any; and
 - b. the date by which repayment must be made or, in the alternative,
 - c. the date by which Contractor must submit a proposed repayment plan for consideration by CSD.
5. Before the expiry of 5 working days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subparagraph C. 6. d. of this section, in a combined proceeding.
6. If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subparagraph 5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Paragraph D.
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:
 - a. federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;
 - b. 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;
 - c. the risk of being unable to recover funding and the options for

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securing Contractor’s repayment obligation; and

- d. Contractor’s financial condition and ability to pay.
- E. 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.
- F. In the event Contractor’s non-compliance with the terms and conditions of this Agreement are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove “high risk” designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR 100875 and other applicable State and federal statutes and regulations.
- G. Lien rights
The State retains lien rights on all funds advanced.

10.5 Expenditure and Production Performance Requirements

- A. Service Delivery and Expenditure of Funds
 - 1. Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds within the contract term.
 - 2. A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor’s control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for “high risk” designation and the applicable remedies as provided in Article 10.4 , “Enforcement Process – Noncompliance with the Requirements of this Agreement.” Such failure

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of performance may, in accordance with the provisions of this article, result in a reduction in Contractor’s grant allocation and the redistribution of unexpended funds to other performing service providers.

B. Expenditure Plan and Reporting Requirements

1. Contractor shall submit with the executed copy of this agreement an expenditure plan, utilizing CSD 622 “Performance and Expenditure Benchmark” (PEB), located in Subpart H
 - a. CSD will monitor Contractor’s expenditures to evaluate compliance with Contractor’s PEB for each program category, including capped budget items.
 - b. In the event Contractor’s PEB does not provide that at least 60% of the allocation will be expended by September 30, 2016, exclusive of capped budget items, Contractor must append a narrative explanation of how and in what manner full expenditure will nevertheless be accomplished before the expiry of the contract term.
2. If CSD notifies Contractor that it has substantially failed to meet its quarterly expenditure benchmark by program category, Contractor shall, within 10 days of receipt of such notice, submit a narrative explanation, indicating how program activities will be adjusted to account for such deficiency so that Contractor is able to attain scheduled expenditure goals as of the next benchmark date.
3. If contractor fails to submit timely expenditure reports, thus preventing CSD from evaluating Contractor’s compliance with its PEB, CSD may determine that Contractor has not met its expenditure goals and is out of compliance with this Agreement.

C. Consequences of Failure to Implement PEB

1. If Contractor fails to comply with the provisions of paragraph B., or if CSD reasonably determines that Contractor is unable to meet the expenditure goals in Contractor’s PEB, resulting in substantial noncompliance with this Agreement, CSD may notify Contractor in writing of its intention to place Contractor on “high risk” status in accordance with Article 10.4, “Enforcement Process – Noncompliance with the Requirements of this Agreement.” “High risk” status may result in the imposition of special conditions, to include additional reporting requirements.

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2. If Contractor is placed on “high risk” status, CSD may also enter into negotiations with Contractor to redistribute Contractor’s remaining fund allocation, in whole or in part, under a mutually agreed upon arrangement, to include the handling of capped budget items.
3. Absent the redistribution of Contractor’s allocation, in whole or in part, pursuant to negotiations undertaken during the contract term, if Contractor fails to expend at least 97% of its grant allocation, to include Direct Services and Utility Assistance allocations, by the end of the contract term, then CSD may give Contractor notice of its intent to reduce Contractor’s grant allocation in the following contract year for redistribution to performing service providers in an amount equal to the proportionate amount Contractor underspent its allocation under the present Agreement.
4. In recognition of the fact that service providers sometimes face adverse circumstances, making satisfactory expenditure of the grant allocation problematical, CSD will consider Contractor’s cooperation in the reallocation of funds during the contract term, together with Contractor’s demonstrated ability to resume effective contract implementation, to be indicators that Contractor’s funding should be restored, in whole or in part, in the next contract year.
5. Redistribution of Carryover allocation

Contractors that fail to expend at least 97% of the allocation may not receive carryover allocation in the following contract year.
6. Funding redistribution and/ or reallocation is deemed automatic and preferable to contract extension, unless CSD reasonably determines that:
 - a. Contractor has exhausted all efforts to implement the contract; and
 - b. The failure to expend at least 97% of the grant allocation to include Direct Services and Utility Assistance allocations is due to ~~extenuating circumstances beyond Contractor’s control; and~~
 - c. Contractor will be able to expend the current funding in addition to any future contract allocations during the extension period; and
 - d. Contract extension is in the best interest of the low-income community in Contractor’s service area.

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SUBPART E – CERTIFICATIONS AND ASSURANCES

ARTICLE 11 – FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

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

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11.2 Provisions for Federally Funded Grants

A. Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC 8621 et seq., as amended.

B. Eligibility to Receive Federally Funded Public Benefits

Pursuant to the 42 USC 1305 (Public Law 104–193, 110 Stat. 2168, Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

C. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. 1642) as amended, exempts nonprofit Charitable Organizations under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in section 401 (c)) or any State or local public benefit (as defined in section 411(c)).

D. Federal Funding Accounting Accountability and Transparency Act Reporting Requirement (FFATA)

Pursuant to the Federal Funding Accounting and Transparency Act reporting requirements (2 CFR 170) CSD is required to report information regarding Contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279, located in Subpart H, and return with the contract Part I to ensure compliance.

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

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

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

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

- A. Each Contractor or subcontractor with 50 or more employees and an agreement of \$50,000 or more shall be required to develop a written Affirmative Action Compliance Program.
- B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, Sections 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
- C. Each Contractor or subcontractor with less than 50 employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive

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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

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

11.6 Contractor Fair Hearing - Civil Rights Act Violation

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

11.7 Specific Assurances

- A. Pro-Children Act of 1994
 - 1. This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act).

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2. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

B. American-Made Equipment/Products

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

C. Federal and State Occupational Safety and Health Statutes

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

D. Political Activities

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

E. Lobbying Activities

1. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
2. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, Subpart H, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

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SUBPART F – STATE CONTRACTING REQUIREMENTS GTC 610

ARTICLE 12 – GENERAL TERMS AND CONDITIONS GTC 610

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

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State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 12.8 INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 12.9 RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 12.10 NONDISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 12.11 CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12.12 TIMELINESS: Time is of the essence in this Agreement.
- 12.13 COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

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- 12.14 GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 12.15 ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

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- 12.16 CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 12.17 UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 12.18 PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 12.19 SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code §14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a

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civil penalty for each violation. (Mil. & Vets. Code §999.5(d); Govt. Code §14841.)

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

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SUBPART G – DEFINITIONS

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

- Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.
- Agreement: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.
- Amendment: A formal change to the Agreement of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Agreement.
- American Indian (also known as Native American): Any individual who is a member or a descendant of a member of a North American tribe, band, or other organized group of native people who are indigenous to the continental United States or who otherwise have a special relationship with the United States through treaty, agreement, or some other form of recognition, residing within the State. This includes any individual who claims to be an Indian and who is regarded as such by the Indian community of which he or she claims to be a part. This definition also includes Indians of Alaska.
- Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Agreement.
- California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.
- California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors

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

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

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

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

Children: Members of a household who have not attained their nineteenth (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 Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility. Intake is reimbursable as a program support activity.

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

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

CORE: Combined Output 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.

Created On Date: The date the application/record is transferred into CORE. This date is automatically generated by CORE when a record is uploaded.

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

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

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.

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

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

Direct Program Activities: Activities associated with the installation of measures in dwellings to include labor, materials, subcontractors, disposal fees, permits, lead-safe weatherization materials, Historic Preservation Review activities, and travel.

Direct Program Services: Direct Weatherization, Direct Program Activities, and Energy Crisis Intervention Program (ECIP) Energy Heating and Cooling Services (EHCS), ECIP Wood Propane and Oil (WPO), and Home Energy Assistance Program (HEAP) WPO.

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

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

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

Elderly: An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

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

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

In those situations where there is not an official federal, state, or local declaration of emergency, i.e., an undeclared natural disaster or a

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

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

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

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

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

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

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

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

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

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. General Heat Waste Measures include: air conditioning and furnace filter replacements, shade screens, shutters, hot water flow restrictors and low-flow showerheads, water heater blankets, and water heater pipe wrap.

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

SUBPART G - Definitions

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are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD Inspection Policies and Procedures.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, lead-safe 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 2008 Building Energy Efficiency Standards.

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

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no longer cost effective to proceed. Infiltration reduction is best accomplished with blower door technology. These measures include caulking, cover plate gaskets, door repairs and replacements, minor envelope repair, and evaporative cooler or air conditioning vent covers.

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

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

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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.

Limited Home Repair (LHR): Those repairs that have a direct association with weatherization measures being installed, and are necessary for the effective performance or preservation of weatherization materials. LHR shall include:

- a. Kitchen cabinet repairs and retrofits that are associated with the replacement of a range, cook top, or pre-existing microwave oven. No other cabinet repair or retrofit shall be allowed without a program waiver.
- b. Repairs necessary to restore building integrity, and limited to the following repairs:
 - i. Floor/platform repair for water heaters;
 - ii. Cover plate replacement;
 - iii. Minor roof repairs and materials;
 - iv. Mobile home skirting repairs to prevent animal infiltration.
 - v. Minor exterior appliance access

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- vi. Limited rehabilitation to replace deteriorated wooden window or door frames, to make possible the proper installation of a replacement door or window.
- c. Extension of exhaust fan vents to the outdoors (except kitchen exhausts).
- d. Extension of dryer venting to the outdoors.
- e. Attic Access Enlargement (in conjunction with insulation installation)
- f. Note: Costs to obtain knob-and-tube wiring “Notice of Survey by Electrical Contractor” and installation of simple overcurrent protection (breakers or S-type fuses) shall be billed to “Mandatory Assessments and Diagnostics - Permits.”

LHR shall NOT include:

- a. Any other measure or associated incidental repair that has a chargeable line item, including Minor Envelope Repair items.
- b. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

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

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

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

Maximum Average Reimbursement: Represents the maximum average per dwelling investment for related weatherization service and program costs. Under this Agreement, maximum average reimbursement for weatherized dwellings is \$4,055. The formula for determining the maximum average reimbursement is:

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

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

Minor Envelope Repairs: Those repairs that have a direct association with weatherization measures being installed and are necessary for the: 1) effective performance or preservation of weatherization materials, or 2) to stop infiltration and general heat waste. Minor Envelope Repairs shall be limited to the following:

- a. Identified infiltration repairs, including the patching of holes in the building envelope (ceiling, floor, or walls) to the exterior that are too big to caulk;
- b. Sealing of thermal bypasses when no insulation will be installed;
- c. Replacement of missing attic/crawl space access covers; and
- d. Fireplace chimney damper repair or installation, or installation of glass fireplace doors when a damper is not feasible.

Minor Envelope Repairs shall NOT include:

- a. Any other measure or associated incidental repair that has a chargeable line item, including Limited Home Repair (LHR) items.
- b. Kitchen cabinet repairs and retrofits;
- c. Repairs to the dwelling that are outside of the program scope, including but not limited to, handicap ramps, major roof repairs, or correction to structural issues that are a mandatory deferral condition.

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.

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Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE 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 Agreement 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 or complex, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and blower door diagnostics, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

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

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the 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.

Nonassisted Clients: The number of clients who returned an application to the agency for LIHEAP services (Weatherization, ECIP EHCS, ECIP WPO, HEAP WPO, ECIP Fast Track and HEAP) that were denied services, and the number of applications distributed by an agency. This does not include applications taken from the agency's partners, websites (CSD, local agency or agency's partner's website) if they cannot be quantified.

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

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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.

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

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

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.

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

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

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

SUBPART G - Definitions

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

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

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

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

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

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

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

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance energy 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.

Vulnerable Populations: Young children (ages 5 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 Agreement. Training may also include internal Contractor training, and attendance at weatherization-related training to include EPD system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with

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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.

**STANDARD AGREEMENT
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SUBPART H – TABLE OF FORMS

The following forms and documents are available on the CSD Providers' website at <http://providers.csd.ca.gov/Energy/Contracts.aspx>.

H.1. Forms to be returned with signed contract:

- A. 2016 LIHEAP EHA-16 Program Budget (CSD 537E) and Instructions; and
- B. 2016 LIHEAP Performance and Expenditure Benchmark (CSD 622) and instructions; and
- C. 2016 LIHEAP Weatherization Budget (CSD 557D) and instructions; and
- D. Out-of-State Travel Form (CSD 536); and
- E. Certification Regarding Lobbying/Disclosure of Lobbying Activities; and
- F. Executive Director and Board Roster (CSD 188); and
- G. Federal Funding Accountability and Transparency Act Report (CSD 279)

H.2 The following documents are hereby incorporated by this reference:

- A. 2016 LIHEAP Numbers, Contractors, and Service Territories;
 - B. Agency Local Plan;
 - C. State Administrative Manual Section at <http://sam.dgs.ca.gov/TOC/5300.aspx>;
 - D. Reimbursement Rates for Weatherization and EHCS Activities;
 - E. State Information Management Manual at http://www.cio.ca.gov/Government/IT_Policy/SIMM.html;
 - F. Supplemental Audit Guide; and
 - G. Training Requirements Matrix.
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2016 LIHEAP EHA-16 AND UTILITY ASSISTANCE BUDGET

Contractor: El Dorado County Health and Human Services Agency		Contract Number: 16B- 4007	Telephone Number: (530) 642-4893
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Prepared By, Title: Maki Ganno/Department Analyst II	Date Prepared: 11/18/2015	E-mail Address: maki.ganno@edcgov.us	Fax Number: (530) 653-2145

10 - TOTAL EHA-16 AND UTILITY ASSISTANCE BUDGET

TOTAL ADMINISTRATION, ASSURANCE 16, and ECIP/HEAP UTILITY ASSISTANCE ALLOCATION	\$ 800,089
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20 - ASSURANCE 16 BUDGET

1 Assurance 16 Activities	\$ 57,387
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30 - ADMINISTRATIVE BUDGET

1 Administrative Cost	\$ 57,387
2 Administrative Equipment (More Than \$5,000)	\$ -
3 Out-of-State Travel	\$ -
TOTAL Administrative Budget (Total of Section 30 Lines 1 - 3)	\$ 57,387

40 - PROGRAM SUPPORT COSTS (ECIP & HEAP)

1 Intake	<i>Not to Exceed</i>	54,825	\$ 54,825
2 Outreach	<i>Not to Exceed</i>	34,266	\$ 34,266
3 a. Training and Technical Assistance (T&TA)			\$ 3,706
3 b. Out-of-State Travel			\$ 10,000
<i>T&TA Section 40 Line 3 Total</i>	<i>Not to Exceed</i>	13,706	\$ 13,706
4 Major Vehicle and Equipment (More than \$5,000)			\$ -
5 Minor Vehicle and Equipment (Less than \$5,000)			\$ -
6 General Operating Expenditures			\$ 21,107
7 Automation Supplemental (Not to exceed \$50,000)			\$ -

50 - PROGRAM SERVICES COSTS (DIRECT PROGRAM & UTILITY ASSISTANCE)

1 ECIP Emergency Heating & Cooling Services (EHCS)	\$ 18,092
2 Severe Weather Energy Assistance and Transportation Services (SWEATS)	\$ 5,000
3 Wood, Propane, and Oil (ECIP & HEAP WPO)	\$ 257,340
4 Utility Assistance (ECIP Fast Track and HEAP Gas & Electric)	\$ 280,979
PROGRAM SUBTOTAL (Section 40 and 50)	\$ 685,315

60 - GRAND TOTAL BUDGET (Total Sections 20, 30, 40, and 50)	\$ 800,089
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2016 LIHEAP PERFORMANCE AND EXPENDITURE BENCHMARK

Local Service Provider Name: El Dorado County Health and Human Services Agency		
Prepared By: NAME AND TITLE Star Walker, Program Coordinator	Phone Number: 530-621-6255	E-mail Address: star.walker@edcgov.us

SECTION 1 - WEATHERIZATION

SECTION 1A - Total Weatherization Expenditure

	Total Weatherization Allocation	Enter a Percentage % Quarter 1 (1/1/16 - 3/31/16)	Enter a Percentage % Quarter 2 (4/1/16 - 6/30/16)	Enter a Percentage % Quarter 3 (7/1/16-9/30/16)	Enter a Percentage % Quarter 4 (10/1/16 - 1/31/17)	Total Unit Production
	\$286,954.00	5%	30%	40%	25%	114.00
TOTAL	\$286,954.00	5%	35%	75%	100%	114.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2016.

SECTION 1B - Weatherization Direct Program Services Expenditure by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/16 - 3/31/16)	Enter a Percentage % Quarter 2 (4/1/16 - 6/30/16)	Enter a Percentage % Quarter 3 (7/1/16-9/30/16)	Enter a Percentage % Quarter 4 (10/1/16 - 1/31/17)	Total Households to be Served per County
Alpine	\$2,121.00	0%	5%	5%	90%	1.00
El Dorado	\$150,538.00	5%	25%	35%	35%	113.00
TOTAL	\$152,659.00	5%	30%	64%	100%	114.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2016.

SECTION 2 - EHA-16 and Utility Assistance

SECTION 2A - Total EHA-16 Expenditure

	Total EHA-16 Allocation	Enter a Percentage % Quarter 1 (1/1/16 - 3/31/16)	Enter a Percentage % Quarter 2 (4/1/16 - 6/30/16)	Enter a Percentage % Quarter 3 (7/1/16-9/30/16)	Enter a Percentage % Quarter 4 (10/1/16 - 1/31/17)	Total Unit Production (EHCS, WPO, HEAP G&E, and ECIP FT)
	\$800,089.00	30%	20%	20%	30%	1226.00
TOTAL	\$800,089.00	30%	50%	70%	100%	1226.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2016.

SECTION 2B - Total ECIP EHCS Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/16 - 3/31/16)	Enter a Percentage % Quarter 2 (4/1/16 - 6/30/16)	Enter a Percentage % Quarter 3 (7/1/16-9/30/16)	Enter a Percentage % Quarter 4 (10/1/16 - 1/31/17)	Total Households to be Served per County
Alpine	\$1,000.00	0%	0%	100%	0%	1.00
El Dorado	\$17,092.00	20%	20%	20%	40%	6.00
TOTAL	\$18,092.00	19%	38%	62%	100%	7.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2016.

SECTION 2C - Total ECIP & HEAP WPO Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/16 - 3/31/16)	Enter a Percentage % Quarter 2 (4/1/16 - 6/30/16)	Enter a Percentage % Quarter 3 (7/1/16-9/30/16)	Enter a Percentage % Quarter 4 (10/1/16 - 1/31/17)	Total Households to be Served per County
Alpine	\$4,380.00	25%	25%	25%	25%	8.00
El Dorado	\$252,960.00	25%	25%	15%	35%	505.00
TOTAL	\$257,340.00	25%	50%	65%	100%	513.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2016.

SECTION 2D - Total Utility Assistance (ECIPFast Track and HEAP Gas & Electric) Expenditures by County

Enter the name of each county within your service territory on a separate line	Enter the dollar amount associated with the county	Enter a Percentage % Quarter 1 (1/1/16 - 3/31/16)	Enter a Percentage % Quarter 2 (4/1/16 - 6/30/16)	Enter a Percentage % Quarter 3 (7/1/16-9/30/16)	Enter a Percentage % Quarter 4 (10/1/16 - 1/31/17)	Total Households to be Served per County
Alpine	\$3,904.00	25%	25%	25%	25%	10.00
El Dorado	\$277,075.00	25%	25%	15%	35%	696.00
TOTAL	\$280,979.00	25%	50%	65%	100%	706.00

* Performance Benchmarks - Per Article 10.5.b: 60% of funds should be expended by September 30, 2016.

2016 LIHEAP WEATHERIZATION BUDGET

Contractor: El Dorado County Health and Human Services Agency			Contract Number: 16B- 4007		Telephone Number: (530) 642-4893		
Class "B" Contractor's License No.:		Name on License:			Expiration Date:		
Prepared By: (Name and Title) Maki Ganno/ Department Analyst II		Date Prepared: 11/18/2015	E-mail Address: maki.ganno@edcgov.us		Fax Number:		
				COLUMN A		COLUMN B	
10 - TOTAL WEATHERIZATION ALLOCATION				\$ 172,172		\$ 286,954	
20 - WX PROGRAM SUPPORT COSTS		<i>Not to exceed without waiver</i>					
1	Intake	\$ 13,774	\$ 22,956	\$	\$	\$	\$
2	Outreach	\$ 8,609	\$ 14,348	\$	\$	\$	\$
3	a. Training and Technical Assistance			\$ 2,608	\$	\$ 4,348	\$
	b. Out-of-State Travel			\$ 6,001	\$	\$ 10,000	\$
	<i>Line 3 Total - Not to Exceed</i>	\$ 8,609	\$ 14,348	\$ 8,609	\$	\$ 14,348	\$
4	Major Vehicle and Equipment (More than \$5,000)			\$	\$	\$	\$
5	Minor Vehicle and Equipment (Less than \$5,000)			\$	\$	\$	\$
6	General Overhead Costs			\$ 71,968	\$	\$ 119,947	\$
7	Training and Technical Assistance - Solar Hot Water Heating			\$	\$	\$	\$
	TOTAL WX Program Support Costs (Total of Section 20, Lines 1 - 8)			\$ 80,577	\$	\$ 134,295	\$
30 - WX DIRECT PROGRAM COSTS							
1	Direct Program Activities			\$ 91,595	\$	\$ 152,659	\$
Total Weatherization Program Costs (Total of Section 20 and 30)				\$ 172,172		\$ 286,954	

2016 OUT-OF-STATE TRAVEL FORM

Contractor: El Dorado County Health and Human Services Agency		Contract Number: 16B- 4007	Telephone Number: 530-621-6255
Class "B" Contractor's License No.:	Name on License:		Expiration Date:
Prepared By, Title: Star Walker, Program Coordinator	Date Prepared: 12/22/2015	E-mail Address: star.walker@edcgov.us	Fax Number: 530-295-2581

Instructions: This form is required if CSD 557D and 537E reflects out-of-state travel and must be submitted with the contract. Out of state travel must include expenses incurred specifically to carry out the program goal. Travel costs are the expenses for transportation, lodging, subsistence and related items incurred by staff traveling on official business for the agency. A detailed written narrative, why attendance is critical or in the best interest of the LIHEAP Program.

LIST OUT-OF-STATE TRAVEL ACTIVITIES:

Section 1 - Conference, Training or Activity Name and Sponsor:

Energy Outwest

Location: Spokane, Washington

Section 2 - List the number travelers attending and title of each Position:

(1) LIHEAP Program Coordinator, (1) Weatherization Program Supervisor, (4) Weatherization Technicians

Provide a narrative of why the activity is critical or in the best interest of the LIHEAP program.

Energy Outwest provides region specific information in regards to energy and weatherization related needs and program related goals. This year team members will learn: Installation Best Practices, Quality Assurance with program files and jobs, Weatherization Building Science, Diagnostics Assessment, Program Management, Beyond Weatherization, Outreach in rural areas, Energy education within the HEAP Program and how to make it effective within HEAP guidelines. This Regional conference will also provide the Energy Team a great wealth of resources through agency and peer to peer networking in hopes to gain insight on outreach, energy education, tribal outreach, budget counseling, energy efficiency education and gather knowledge on how to help our low-income consumers meet their home energy needs.

Section 3 - The trip Budget should be allocated according to the EHA-16 and Wx Budget forms completed.

Admin. Budget	EHA-16 Budget	Wx Budget	Total Trip Costs
\$	\$ 2,000	\$ 2,000	\$ 4,000

Section 1 - Conference, Training or Activity Name:

National Home Performance Conference and Trade Show-ACI

Location: Austin, Texas

Section 2 - List Staff Name and Position of each Traveler Attending:

(1) LIHEAP Program Coordinator, (1) WX Program Supervisor, (4) Weatherization Technicians

Provide a narrative, why the activity is critical to or is in the best interest of the LIHEAP program.

This conference will introduce the Energy Team to the industry's leading educational events and visit trade shows in partnership with the national leading experts in home performance and weatherization. This event combines unparalleled education, networking with the ideal

Section 1 - Conference, Training or Activity Name:
National Energy Utility and Affordability Conference-NEUAC

Location: Denver, Colorado

Section 2 - List Staff Name and Position of each Traveler Attending:
(2) LIHEAP Program Coordinator, (1) WX Program Supervisor, (4) Weatherization Technicians

Provide a narrative, why the activity is critical to or is in the best interest of the LIHEAP program
NEUAC provides information in regards to energy utility related needs, trends and program related goals. Energy staff will learn vulnerable population trends and approaches, energy efficiency and renewables, energy policy and advocacy, energy assistance and education, tribal issues, and utility and regulations. The conference features nationally recognized speakers, workshops and hot topics roundtables on a wide variety of issues, as well as exhibits and other sessions. This conference will also provide the Energy Team a great wealth of resources through agency and peer to peer networking in hopes to gain insight on outreach, energy education, tribal outreach, budget counseling, energy efficiency education and gather knowledge on how to help our low-income consumers meet their home energy needs. The intent is to provide valuable information for energy assistance professionals and build national awareness of energy poverty.

Section 3 - The trip Budget should be allocated according to the EHA-16 and Wx Budget forms completed.

Admin. Budget	Program Budget	Wx Budget	Total Trip Costs
\$	\$ 4,000	\$ 4,000	\$ 8,000

Section 1 - Conference, Training or Activity Name:

Location:

Section 2 - List Staff Name and Position of each Traveler Attending:

Provide a narrative of why the activity is critical to or in the best interest of the LIHEAP program.

Section 3 - The trip Budget should be allocated according to the EHA-16 and Wx Budget forms completed.

Admin. Budget	Program Budget	Wx Budget	Total Trip Costs
\$	\$	\$	\$ -

Total Out-of-State Travel Costs for 2016 \$ 20,000



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

PROGRAM: Low-Income Home Energy Assistance Program

PERIOD: January 1, 2016 through January 31, 2017

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

Don Ashton
Signature Don Ashton, MPA

County of El Dorado
Health and Human Services Agency

Agency/Organization

12/1/2016
Date

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

(2016 LIHEAP)

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 followup 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 Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

\\cobra\shared\Contracts\Low Income Home Energy Assistance Program\2014 LIHEAP\Exhibits\9 LIHEAP Exhibit I Certification Regarding Lobbying Rev 12.16.13.doc

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 COMMUNITY SERVICES UNIT
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Executive Director and Board Roster

Programs Administered: CSBG X Energy X

Agency Name:	County of El Dorado, Health and Human Services Agency	Contact Email Address:	Zhana.mccullough@edc
Contact Person:	Zhana Mc Cullough	Date Submitted:	10-26-2015
Contact Phone Number:	530 642-7154	Total Number of Board Seats:	15

List the name of each board member and identify any board vacancies. In the "Name" field identify the date the seat became vacant and specify the sector represented in the "Sector" field.

Sector: Please indicate P=Public, PR= Private, L= Low Income (Energy only agencies are not required to identify the sector.)

	Name	Title/Position	Address	Sector	Phone Number	Email
	Don Ashton, MPA, Director, Health	Executive Director	3057 Briw Road, Suite A Placerville, CA 95667	P	530 642-7300	Don.ashton@edcgov.us
		Additional Authorized signer of the Contract				
1	Brian Veerkamp- EDC Board of Supervisors,	Board_Chair	330 Fair Lane Placerville, CA 95667	-P	-530 621-5652	-bostthree@edcgov.us
2	-Ron Mikulaco	-EDC Board of Supervisors, Dist. I	330 Fair Lane Placerville, CA 95667	-P	-530 621-5650	bosone@edcgov.us
3	-Shiva Frentzen	EDC Board of Supervisors, Dist. II	-330 Fair Lane Placerville, CA 95667	-P	-530 621-5651	-bostwo@edcgov.us
4	-Patty Morelli	Mayor, City of Placerville-	-3101 Center Street Placerville, CA 95667	-P	-530 642-5220	placervilleadm@gmail.com
5	Hal Cole	-Mayor, City of South Lake Tahoe	-1901 Airport Road, Suite 206 South Lake Tahoe, CA 96150	P	-530 542-6000	-hcole@cityofslt.us
6	Elaine Gelber	-Dist. II (A), appointed by the EDC BOS.	-330 Fair Lane Placerville, CA 95667	-P	-530 621-5651	- Elaine.gelber@edcgov.us

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 10/2015)

	Name	Title/Position	Address	Sector	Phone Number	Email
7	Joni Remer	Dist. V (I), appointed by the EDC BOS.	330 Fair Lane Placerville, CA 95667	P	530 621-5650	Joni.remer@edcgov.us
8	Ellen Yevdakimov	City of Placerville (A)	4067 Clear Court, Placerville, CA 95667	P	530 622-6860	Not available.
9	Brian Reeves	Commission on Aging	P. O. Box 278 Diamond Springs, CA 95619	PR	530 626-4625	Not available.
10	Stephanie Lopez	Salvation Army	P. O. Box 348000 Sacramento, CA 95834	PR	916 563-3791	Not available.
11	Gerald Lillpop, Chair	Friends of EDC Seniors	3444 La Canada Drive Cameron Park, CA 95682	PR	530 972-9828	
12	Carolyn Gilmore	Salvation Army	1689 Sandridge Road El Dorado, CA 95623	PR	530 620-4994	Not available.
13	Holly Morrison, Co-Chair		3025 Granada Court Cameron Park, CA 95682	PR	530 676-9699	Not available.
14	Christina Schiffmaier	Individual	1852 Highway 49 Placerville, CA 95667	I	530 626-1987	Not available.
15	Sherriton Kerr	Eskaton Lincoln Manor	6600 Motherlode Drive Placerville, CA 95667	I	530 621-4455	Not available.
16	Kelly Krohn	Individual	P. O. Box 434 Shingle Springs, CA 95682	L	916 326-7415	Not available.
17	Stacy Bolton	El Dorado County Community Health	4327 Golden Center Drive Placerville, CA 95667	L	530 748-3010	sbolton@edcchc.org

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 10/2015)

	Name	Title/Position	Address	Sector	Phone Number	Email
18	Susie Davis -	M.O.R.E -I	399 Placerville Drive Placerville CA 95667-	L-	530 622-4048-	Not available.
19	Michelle Hunter -	County of El Dorado, Health and Human	937 Spring Street Placerville CA 95667-	P	530 621-6161 -	Michelle.hunter@edcgo
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**Community Services and Development
 Federal Funding Accountability and Transparency Act Report Form**

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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 forms to your respective program e-mail address listed below:

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

Community Services Block Grant: CSBGDIV@csd.ca.gov

Lead Hazard Control: LEADGrants@csd.ca.gov

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

NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), *complete a separate form for each program.*

AGENCY/SUB-AWARDEE INFORMATION

Agency Name				
Program Type (<i>check one</i>)	<input type="checkbox"/> CSBG	<input type="checkbox"/> LEAD	<input checked="" type="checkbox"/> LIHEAP	<input type="checkbox"/> DOE WAP
Contract #(s) (<i>list all active contracts for the selected program</i>)			15b-3008 16B-4007	
Contract Period(s) (<i>mm/dd/yy - mm/dd/yy</i>)			1/1/15-9/30/16 1/1/16-1/31/17	
Agency Unique Identifier (DUNS Number)	96-506-7382			
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	Jose Martinez		
	Title	Supervising Accountant/Auditor		
	E-mail:	jose.martinez@edcgov.us		
	Phone:	530-642-4839		
Location of Agency	Mailing Address:	3057 Briw Road Suite B		
	State:	California		
	Zip + 4 digits (+4 digit is required)	95667-5330		
	U.S. Congressional District:	Fourth		
	State Assembly District:	Fifth		

	State Senate District:	First
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Department of Community Services and Development
 CSD 279 (Rev. 1/2015)

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Street 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> ▪ 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, <u>you are now finished completing this form.</u>)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

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

Additional Resources

Unique Identifier (DUNS Number)	
The Data Universal Numbering System (DUNS) is the widely used system for identifying business entities on a location specific basis. The DUNS number remains with the company location to which it has been assigned even if it closes and goes out of business.	https://iupdate.dnb.com/iUpdate/companylookup.htm
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

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

FFATA Subaward Reporting
System (FSRS) website

<https://www.fsr.gov/>

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

2016 AGENCY LOCAL PLAN

January 1, 2016 through January 31, 2017

Agency Information	
Agency Legal Name:	El Dorado County Health and Human Services Agency
Contact Person:	Star Walker
Title:	Program Coordinator
Phone Number:	530-621-6255
E-Mail Address:	star.walker@edcgov.us
Prepared By:	Star Walker
Preparer's Signature:	
Date Submitted:	8/20/15

Please check the following section of the Agency Local Plan that have been updated and are attached:

- Part 1 – Agency Profile
- Part 2 - Outreach and Coordination
- Part 3 – Service Delivery
- Part 4 – Customer Notification of Services
- Attachment I – Utility Assistance Priority Plan
- There are no updates for the 2016 program year

Part 2 – Outreach and Coordination

OUTREACH:

1. Select all outreach activities provided by your Agency which are designed to assure eligible households are informed of LIHEAP assistance:

- Place posters/flyers in local and county Social Service offices, Office of Aging, Social Security Administration offices, VA, etc.
- Publish articles in local newspapers or broadcast media.
- Include inserts in energy vendor billings to inform individuals of the availability of all types of LIHEAP assistance.
- Mass Mailing(s) to prior-year LIHEAP.
- Inform low-income groups of the availability of all types of LIHEAP assistance at the time of application intake for other low-income programs.
- Execute interagency agreements with other low-income offices to perform outreach to target groups.
- Other:
 - Partnership with utility companies
 - Outreach to: Legislative offices, community organizations, and/or attendance at community events
 - Agency website
 - Special events
 - Canvass neighborhoods and go door to door
 - Distribute flyers at schools
 - Verbal interagency agreements
 - Specify if your agency provides other types of outreach, not listed above:

Set up tables at apartment complexes through out the County

Housed at 3 off site Agency buildings throughout the month to ensure we are providing HEAP distribution opportunities

Created HEAP door hangers, that propane vendors distributed to their clients when they filled households propane tanks

Mass mailing to IHSS careproviders (#960)

Set table outside of grocery stores, monthly

Coordinating efforts with Public Health and Flu Shot distribution clinics over a 3 month period

2. Describe how the outreach methods above are targeted to potentially eligible clients, particularly those with high energy burdens and members of vulnerable populations, including very young children, individuals with disabilities, and frail older individuals. If the methods are different from Weatherization Assistance and Crisis Services describe the differences.

The Agency targets low income housing communities where potential eligible clients reside by providing off-site HEAP appointments visits throughout the community, targeting rural areas. The Agency attends fairs, food giveaways, apartment and Mobile Home community events, Office of Education meetings, and Library events. HEAP literature such as brochures, flyers, postcards, etc. are disseminated throughout the community. HEAP outreach items like coloring books, playing cards, Energy saving tip booklets, wall banners, pens, etc. are all used to encourage families to apply for HEAP. The Agency works with schools to get HEAP information included in school newsletters, coordinates with Income Maintenance Programs to get brochures and flyers included in all program packets. Postcards and ads in papers are taken out at least quarterly to encourage families to apply for the program. The Agency coordinates with utility companies to refer potential eligible clients particularly those with high energy burdens to the HEAP Office. HEAP Staff also works with community organizations and attends community events to provide outreach to low income service providers that work with vulnerable populations within the community.

3. Describe how your Agency overcomes language barriers and ensures information is communicated in the language of the low-income population in your service territory(ies). Indicate below, what language(s) documents and materials are being provided to the public (other than English).

see 2015 local plan (attached)

4. Describe how your Agency will outreach to low-income populations that have been difficult to serve in the past.

Not Applicable

Outreach in rural areas is difficult, due to geographic locations of some of the communities. Agency works with local community churches and newspapers to assist with outreach opportunities. Agency will distribute postcards created and designed to target the rural areas of the community. Agency staff also go out to outlying sites through out the month to bring the HEAP Program to the communities.

5. Identify if outreach services are needed in any portion of your service territory(ies) but cannot be provided by your Agency. Please identify the specific challenges

and/or limitations preventing your Agency from delivering these services and internal efforts to overcome these obstacles.

Not Applicable

<i>See 2015 Local Plan (attached)</i>

6. Describe how your Agency will conduct outreach efforts to educate and inform the community at large and create an environment that fosters partnerships in your local community. If the Agency has multiple service areas, describe how this will be accomplished in each area.

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7. Describe how your Agency conducts outreach to tribal organizations that do not receive LIHEAP funds directly or do not provide the full complement of LIHEAP services. Please refer to the Directory of Tribes located on the provider's website at: <http://providers.csd.ca.gov/Energy/Contracts/2015LIHEAPContract.aspx>.

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COORDINATION:

8. Describe how you ensure that the LIHEAP program is coordinated with other programs available to low-income households. Please check the boxes below to indicate the program(s) you currently coordinate with.

CSBG

CalWORKs



- CalFresh
- Other – describe below:

See 2015 Local Plan (attached)

9. Describe how you coordinate LIHEAP services with tribal organizations in your service territory.

- Not Applicable

10. Describe any challenges your Agency faces coordinating services with local tribal organizations and how your Agency will address those challenges.

- Not Applicable

ASSURANCE 16:

11. Describe how Assurance 16 funds are used to provide services that encourage and enable households to reduce their home energy needs and thereby reduce the need for energy assistance.

Agency staff conducts one-on-one HEAP appointments with eligible households. During this time staff is able to review client's utility bills and monthly energy costs. Staff is also able to review the household energy usage and provide households with energy saving tips and programs the household may be eligible for. To encourage and enable households to reduce their energy home energy needs, Energy Saving kits will be distributed to families. Kits include: tote bag, energy efficient lightbulb, hot water temp card, led nightlight, refrigerator thermometer, and saving energy tip booklet. In addition, all HEAP eligible households are given Energy Savings packets distributed by staff. Packets include energy education and budget counseling flyers and forms. HEAP literature disseminated through the program and Agency also included energy saving tips and energy conservation needs. Households with high-energy needs are referred to the Weatherization Program. In Weatherization, staff reinforce the need of energy conservation upon the initial assessment.

11a. Describe how your Agency provides Energy Conservation Education to clients. Please provide your energy education materials electronically, label as **Attachment A**. If your materials cannot be attached electronically, you may describe below.

See 2015 Local Plan (attached)

11b. Describe how your Agency provides Budget Counseling to clients. Please provide your budget counseling education materials electronically, label as **Attachment B**. If your materials cannot be attached electronically, you may describe below.

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12. Describe how your Agency coordinates with public and private utilities and energy vendors, and other energy programs.

The Agency has a very close relationship with all the local utility companies and energy vendors. Phone and mail communication occurs often. Utility companies often refer potential clients to the Agency to apply for HEAP and Weatherization services. Propane vendors assist us in giving all of their clients HEAP door hangers encouraging households to apply for the program. Local PG&E offices and water companies refer clients that are at risk of shut off to our offices for emergency assistance.

13. Identify any Assurance 16 services needed in any portion of your service territory but cannot be provided by your Agency. Please identify the specific challenges and/or limitations preventing your Agency from delivering these services and any internal efforts to overcome these obstacles.

Not Applicable

Part 3 - Service Delivery

APPLICATION PROCESS:

1. Describe your Agency's intake and enrollment process for LIHEAP services. If there are different methods used for the various service components, please describe i.e. mail in only, appointments and/or online applications.

To enroll for the HEAP Program, households must meet with HEAP staff in an appointment one-on-one setting. In rural areas, clients are able to come to one of the seven (7) Off-Site locations and meet with staff. These Off-Site locations are held monthly throughout the County. Home visits may be conducted for homebound and disabled clients, upon request. In rural areas, clients that are in need of emergency services that cannot wait to attend an Off-Site location may request a home visit. In addition, the Agency has 15-20 additional locations where applicants can pick up or drop off a HEAP application during the month. For Weatherization applications, clients may drop off or mail their application into the office or if necessary, a home visit may be conducted upon request for homebound and disabled clients.

2. Does your Agency close the office(s) for more than 3 consecutive business days during the program year (excluding State and Federal Holidays)? If so, describe the reason for the closure(s) to include dates and how clients experiencing an emergency/crisis are served during the closure period.

Yes No

See 2015 Local Plan (attached)

3. The Form CSD 43 – Energy Intake Application must be available during regular business hours to anyone who wishes to obtain an application. Please respond to the queries below to explain how you make applications available.

"X"	Application Availability	Comments
X	Live Agency representatives are available to take application requests during the days and hours specified in the "Comments" section to the right.	Monday -Friday 8am-5pm
	A message line is available on which clients can leave a message, request an application. If so, enter the message phone number, and days and hours of availability in the "Comments" section to the right.	

We make the applications available on our website for download. If so, enter the URL in the "Comments" section to the right.	Weatherization application is available online. www.edcgov.us/Government/HumanServices/Family_Services/Home_Weatherization_Program.aspx
We send applications via email, when requested.	
We perform mass mailing to the types of groups and in the approximate numbers specify in the "Comments" section to the right.	Schools, vendors, low income housing apartments/mobile home parks, past HEAP consumers, etc.
We regularly make applications available for distribution at our local utility offices. If so, enter the name of the utility company (ies) in the "Comments" section to the right.	PGE Office, Propane and Wood Vendors.
We regularly make applications available for distribution at local social service agencies. Examples of such agencies are listed in the "Comments" section to the right.	Social services offices, Job One, Office of Education, Green Valley Community Church, Salvation Army, Red Cross, etc.
We regularly make applications available for distribution at local library (ies).	HEAP staff attend Library hosted events and distribute applications
We make hardcopy applications available directly outside or very nearby our office, where they can be accessed when our office is closed.	
Other:	Applications are distributed to the EDC Food Bank and are included in bags of food
Other:	Applications are available at most schools and Office of Education Offices
Other:	

Please enter any other information you would like CSD to know regarding the way you make applications available below.

We have increased our outreach efforts to have staff presence at over 20 off site locations through out the month. In addition, staff attend library, food bank, educational, church food giveaway, flu clinic locations where applications are available for pick up or drop off. This year, the HEAP program is buying a portable tabletop scanner so documents can be scanned on site and sent directly to the staff email. This will eliminate the client having to mail in or drop off missing forms/documents when at an off site location dropping an application off or at a home-visit for a disabled/elderly applicant.

4. How does your Agency provide individuals who are physically infirmed the means to submit applications for Home Energy Assistance (HEAP) and Energy Crisis Intervention (ECIP) benefits without leaving their homes or to travel to the sites at which applications are accepted?

See 2015 Local Plan (attached)

5. Describe the client referral process to ECIP, weatherization, reduced energy rate programs, and other energy conservation programs. Please provide client referral materials electronically, label as **Attachment C**. If your materials cannot be attached electronically you may describe below.

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ENERGY CRISIS INTERVENTION PROGRAM (ECIP):

6. Select the types of crisis services your Agency provides:

- ECIP WPO
- ECIP Heating
- ECIP Cooling
- ECIP Water Heating
- ECIP Fast Track

If any of the above services are not provided, please explain why below:

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7. Describe how your Agency ensures that crisis services for Fast Track, Heating and Cooling (HCS) and WPO are resolved within 48 hours (from the time the application is approved).

Fast Track

See 2015 local Plan (attached)

Heating & Cooling

Initial contact is made with intake staff. Upon recognizing that the client may have an HVAC or plumbing emergency, the file is then given to the Weatherization Supervisor who then schedules a home visit within the allotted time frame of 48 hours to complete an assessment of the HVAC or plumbing issue. At that time, the assessor will mitigate the problem, by either leaving a portable heater or portable air conditioner or calling the plumbing contractor to respond as soon as possible. (NOTE) In a water heating problem, it is not always possible to mitigate the problem within the allotted 48 hours if the client refuses capping off the water heater. In this case, the file is notated and signed off by the client, that they do not want the agency to turn off and cap the water heater. This client would remain a priority and will have a daily follow-up from the Weatherization Supervisor with the plumbing contractor until the situation is remedied.

WPO

N/A

See 2015 local Plan (attached)

8. If the client is experiencing a life-threatening crisis, describe how your Agency ensures that the crisis for Fast Track, HCS, and WPO is resolved within 18 hours (from the time the application is approved).

Life-threatening is defined as an "Applicant 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".

Fast Track

Heating & Cooling

Initial contact is made with intake staff. Upon recognizing that the client may have an HVAC or plumbing emergency, the file is then given to the Weatherization Supervisor who then schedules a home visit within the allotted time frame of 18 hours to complete an assessment of the emergency HVAC or plumbing situation. At that time, the assessor will mitigate the problem, by either leaving a portable heater or portable air conditioner or calling the plumbing contractor to respond as soon as possible. If there is a problem with getting the plumber to respond then the Agency would cap off the water heater. If the client refuses to have the water heater capped off, then the agency would educate the client on the dangers of leaving the water heater uncapped and obtain a client refusal with a signature. In this case, this client would remain a priority and will have a daily follow-up from the Weatherization Supervisor with the plumbing contractor until the situation is remedied.

WPO

N/A

See 2015 local Plan (attached)

9. Does your Agency provide ECIP-HCS services outside of your Agency's typical heating and/or cooling season to eligible dwellings?

Yes

No

If yes, provide a justification for ECIP-HCS services:

WEATHERIZATION ASSISTANCE:

10. Provide a description of your Agency's weatherization service delivery model. The description should indicate your Agency's subcontracts, size of weatherization workforce, and approach to scheduling and identifying dwellings for services.

✓

11. Describe hard to reach service areas that are in need of weatherization services but cannot be provided by your Agency. Please identify the specific challenges and/or limitations preventing your Agency from delivering these services and internal efforts to overcome these obstacles.

Not Applicable

See 2015 Local Plan (attached)

12. Describe your Agency's plan for prioritizing weatherization services.

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13. Complete Attachment I- Utility Assistance Priority Plan and submit with the Agency Local Plan. The Attachment is located on the Provider's website at the link below:

<http://providers.csd.ca.gov/Energy/Contracts/2016LIHEAPContract.aspx>

**2015 Agency Local Plan
Attachment I - Utility Assistance Priority Plan**

The annual Agency Local Plan explains how each LIHEAP Service Provider intends to meet Federal law by providing financial assistance and weatherization services to those households with the lowest income and highest energy burden, as well as to those households with "vulnerable populations": elderly, disabled, and with children 5 and under. By determining certain point ranges and assigning agency-defined priority categories, agencies are able to modify their priority plans to meet local need, while still meeting federal intent. Refer to the accompanying instructions for more information about completing this plan.

Contractor (Agency Name):		Date	
El Dorado County Health and Human Services Agency		5/7/2015	
Prepared by	Email	Phone	Fax
Star Walker, Program Coordinator	star.walker@edcgov.us	530-621-6255	530-295-2581

Section 1: INCOME

ECIP WPO and FT				HEAP WPO and HEAP			
Fed Pov Group	From	To	Points	Fed Pov Group	From	To	Points
1	0	100%	10	1	0	100%	10
2	100.1%	125%	8	2	100.1%	125%	8
3	125.1%	150%	5	3	125.1%	150%	5
4	150.1%	60% SMI	2	4	150.1%	60% SMI	2

Section 2: ENERGY BURDEN

ECIP WPO and FT			HEAP WPO and HEAP		
From	To	Points	From	To	Points
<i>You are not req'd to use all four lines. You may have fewer point ranges.</i>					
0%	5.90%	2	0%	5.9	2
6%	13.90%	5	6	13.9	5
14%	19.90%	8	14	19.9	8
20%	100%	10	20	100%	10

Section 3: VULNERABLE POPULATIONS

ECIP WPO and FT		HEAP WPO and HEAP	
If household contains any of the following populations, award VP points:	VP Points	If household contains any of the following populations, award VP points:	VP Points
Elderly (60 years or older)	10	Elderly (60 years or older)	10
Disabled		Disabled	
Children (5 years or under)		Children (5 years or under)	

Section 4: AGENCY-DEFINED (Optional)

ECIP WPO and FT		HEAP WPO and HEAP	
Agency-Defined Vulnerable Pop Group	Points	Agency-Defined Vulnerable Pop Group	Points
<i>Use of Agency-Defined Priorities is Optional! If used, complete page 2 to detail point assignments.</i>		<i>Use of Agency-Defined Priorities is Optional! If used, complete page 2 to detail point assignments.</i>	
1 Medically Needy	N/A	1 Medically Needy	N/A
2 Frail Elderly	N/A	2 Frail Elderly	N/A
3 Severe Financial Hardship	N/A	3 Severe Financial Hardship	N/A
4 Hard to Reach	N/A	4 Hard to Reach	N/A
5 Priority Offsets (-1 to -10)		5 Priority Offsets (-1 to -10)	

*Updated
(Amended 6/2015)*

**2015 Agency Local Plan
 Attachment I - Utility Assistance Priority Plan**

Contractor (Agency Name):		Date	
El Dorado County Health and Human Services Agency		5/7/2015	
Prepared by	Email	Phone	Fax
Star Walker, Program Coordinator	star.walker@edcgov.us	530-621-6255	530-295-2581

AGENCY DEFINED CATEGORIES

For each agency defined categories selected on page one, please detail and describe how your agency will apply the categories to clients.

ECIP WPO and FT		HEAP WPO and HEAP	
Medically Needy		Medically Needy	
1		1	
2		2	
3		3	
4		4	
5		5	

Frail Elderly		Frail Elderly	
1		1	
2		2	
3		3	
4		4	
5		5	

Severe Financial Hardship		Severe Financial Hardship	
1		1	
2		2	
3		3	
4		4	
5		5	

Hard to Reach		Hard to Reach	
1		1	
2		2	
3		3	
4		4	
5		5	

Priority Offsets		Priority Offsets	
1		1	
2		2	
3		3	
4		4	
5		5	

**2015 Agency Local Plan
Attachment I - Utility Assistance Priority Plan**

Contractor (Agency Name):		Date	
El Dorado County Health and Human Services Agency		5/8/2015	
Prepared by	Email	Phone	Fax
Star Walker, Program Coordinator	star.walker@edcgov.us	530-621-6255	530-295-2581

Priority Plan Implementation

This information is intended to help CSD understand how your agency applies its Priority Plan, and ensure that federal requirements for prioritization are met. Please respond to the multiple choice questions, below, then complete the narrative at the bottom of this page.

1. Our agency applies our priority plan points (as defined on page 1 of this document) to assess every application for cash assistance benefits. If "no," please explain below:

Yes No Varies

2. Our agency applies a minimum point threshold for the following programs, denying those who fall below the threshold. If "yes," please enter your minimum point threshold, by program. If "no," enter "n/a."

Yes No Varies

HEAP Fast Track HEAP-WPC ECIP-WPO

3. Our agency applies a minimum energy burden for the following programs, denying those who fall below the percentage. If "yes," please enter your minimum energy burden, by program. If "no," enter "n/a."

Yes No Varies

HEAP Fast Track HEAP-WPC ECIP-WPO

4. Our agency gives first priority to households whose members have a "life-threatening emergency."

Yes No Varies

5. Our agency prioritizes and serves applicants based on their priority points, from highest points to lowest, until all funds are expended. This process is based on the following allocation cycle:

Yes No Varies

Daily Weekly Monthly Other second method, if applicable

6. If an applicant qualifies to be served, but cannot be served because of high demand or some other reason, does your agency "rollover" their application for future consideration?

Yes No Varies

If yes, please explain your process for rolling applications over:

If no, please explain how you notify clients they will not receive services:

Please explain how your agency applies its Priority Plan. If you answered "Varies" to any of the questions above, explain your answer below. Also, if necessary, explain, in more detail, any of your answers above.

Our agency is going to apply the Minimum Point Threshold for the 2015 Contract Year as our primary method. This will allow us to establish a minimum point threshold that will serve the lowest income, highest energy burden and vulnerable population. We have selected a minimum point threshold, by program to best serve our lowest income, highest energy burden and vulnerable populations. Once an initial application comes through the front desk, it will be run through the Priority Point System Database. If an Application does not meet our minimum point value, the application is denied and filed away. Clients that applied and were denied because of not meeting the Minimum Point Value will be encouraged to reapply should their needs change. Letters will also be sent to these clients encouraging them to reapply for the program. We will track denied applications in the new Denial Database. Applications that meet the minimum point value will be served. If the agency finds that the contract funds cannot be fully expended, by monitoring contract budget, within the contract term agreement, we will implement a secondary method of accepting and prioritizing applications. This will be done by ranking applications by priority points-highest to lowest, with highest being served first. This will be done on a weekly basis to ensure services are sustained and funds are fully expended. For monitoring purposes, the Agency Field Representative will be notified by the Agency that the secondary method is being implemented with a definitive start date.

2015 Agency Local Plan: Instructions
Attachment I - Utility Assistance Priority Plan

These instructions are intended to guide agencies completing the LIHEAP Priority Plan.

Instructions for Page 1: Determining Priority Points

Instructions that Apply to the Whole Page

- Note that the first column (blue) applies to points assigned for "ECIP WPO" and "Fast Track." The second column (orange) applies to points assigned for "HEAP WPO" and "HEAP"
- Grayed boxes must be filled in.
- Use only whole numbers (no decimal points).

Section 1: Income

- The value for Federal Poverty Group 1 is established at 10 points. This cannot be changed. The value for Federal Poverty Groups 2, 3 and 4 must be set by the agency.
- Each range must have a unique number (in other words: two ranges can't have the same number).

DO: Retain 10 points for Range 1, and assign a progressively lower point value to ranges 2-4. Assure that no two ranges have the same point value.

1	0	100%	10
2	100.1%	125%	8
3	125.1%	150%	4
4	150.1%	60% SMI	0

<-- Example (your numbers may vary!)

Section 2: Energy Burden

- Although the form has room for up to four ranges, it is not required that you use all four ranges. Your agency may choose to use fewer ranges. If you use fewer than four ranges, either delete the unused rows or enter "n/a" into the unused cells.
- When you enter a percent in the "From" column for the final range ("x" to 100%), CSD expects that "x" will be very close to your agency's average energy burden. If you enter a number significantly different than your agency's average energy burden, you should be prepared to justify your reasons. CSD has the right to disapprove a percent that is not sufficiently justified.

Section 3: Vulnerable Populations

- No action required by agency when completing the initial priority plan.
- When applying the priority plan, if the household contains any of the three vulnerable populations, the agency will award the full 10 points. This means that the agency will either award 0 points (if the household contains no VPs), or 10 points (if the household contains one or more VPs).

Section 4: Agency-Defined

- Agency Defined categories are optional. Your agency may choose to use none, some or all five of the available categories.
- Only the five categories listed on the form are available for use. You may not change the categories or add your own. In 2012, CSD issued a CSD Program Notice (CPN-E 12-03) on the subject of Priority Plans, including the use of Agency-Defined priority points. CSD recommends that agencies review the CPN before completing this section.
- You may assign a maximum of 10 points (total) for the Agency-Defined categories 1 to 4. For example, if your agency wished to focus its efforts on "frail elderly," you may choose to assign all 10 points to that category and forego using the other agency-defined categories. Or, if you wanted to focus on "frail elderly" and "hard to reach," you might distribute the points 5 and 5, or 3 and 7--you can distribute your 10 points in any way you choose, to any, all (or none) of the first four agency-defined categories, as long as the total does not exceed 10.
- In addition to Agency-defined categories 1 - 4, you may also choose to use category 5 to assign "Priority Offsets" (or, in other words, "negative points.") Please refer to the CSD CPN-E 12-03 for more information.. If you choose to use this category, you may assign any negative, whole number from negative (-) 1 to negative (-) 10.
- If you choose to use the Priority Offset category, describe on your priority plan the specific reasons for which your agency intends to issue negative points. For example: "receives utility subsidy" or "served in prior program year."

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Don Ashton, M.P.A.
Director

Community Services Division
Jan Walker-Conroy
Chief Assistant Director

937 Spring Street
Placerville, CA 95667
530-621-6150 Phone / 530-642-9233 Fax

3368 Lake Tahoe Boulevard, Suite 202
South Lake Tahoe, CA 96150
530-573-3490 Phone / 530-542-9312 Fax



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District V

May 2, 2014

Dear Weatherization Applicant,

Thank you for your interest in the El Dorado County Weatherization Program. You have taken a positive approach towards conserving energy and improving the comfort of your home.

Unfortunately your home is being denied for Weatherization Services for the following reason(s).

- Your household is over income guidelines
- Your home has been weatherized within the last six (6) months
- Your home does not qualify as an eligible dwelling under Weatherization Guidelines-per CSD LIHEAP Contract Exhibit G.
- Our staff is unable to find three (3) priority measures needed, in order to weatherize your home-per CSD LIHEAP Contract Exhibit F.
- Your housing complex does not accept Weatherization Services.
- Your home requires repairs that go beyond the scope of the Weatherization Program, if repairs are made within 120 days of this letter, we may be able to do Weatherization on your home.

If you disagree with this decision and/or have additional proof that may establish your eligibility, you have the right to appeal. To initiate the appeal process, please send a written request explaining why you feel this decision was in error and any additional proof of eligibility within 30 days of this letter.

Thank You,

Kyle Hartman
Weatherization Supervisor
Weatherization Department El Dorado County Human Services
(530) 621-6391

Vision Statement:
Transforming Lives and Improving Futures

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

BOARD OF SUPERVISORS

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Jan Walker-Loroy
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987 Spring Street
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ROBERT FERRIAGO
District I
BRYAN CHRISTENSEN
District II
BRIAN L. VEERHARDT
District III
RON BRIDGES
District IV
KORNA SMITHBRO
District V

Date: _____

Staff Initials _____

Dear LIHEAP Applicant:

Your 2014 HEAP application requesting assistance with your energy costs has been received. However, we regret to inform you that your application is being denied for the following reason(s):

- Over income guidelines
- Credit on bill
- Duplicate application, ect
- Client doesn't meet Priority Guidelines
- Other: _____

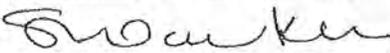
If you disagree with this decision and/or you have additional proof that may establish your eligibility, you have the right to appeal. To initiate the appeal process please send a written request explaining why you feel this decision was in error and any additional proof of eligibility within 30 days of this letter.

Vision Statement:

LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

2015 AGENCY LOCAL PLAN

January 1, 2015 through January 31, 2016

Agency Information	
Agency Legal Name:	El Dorado County Health and Human Services Agency
Contact Person:	Star Walker
Title:	Program Coordinator
Phone Number:	530-621-6255
E-Mail Address:	star.walker@edcgov.us
Prepared By:	Star Walker
Preparer's Signature:	
Date Plan was Submitted:	10/24/2014
Modified Date:	

Part I - Agency Profile

PROFILE:

1. Provide your Agency mission and vision below. Please check the component that drives your Agency.

Mission

Vision

Mission: With integrity and respect we provide effective, efficient, collaborative services that strengthen, empower and protect individuals, families and communities, thereby enhancing their quality of life.

Vision: Transforming Lives and Improving Futures

2. Select all programs that your Agency operates:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Affordable Housing/Section 8 | <input checked="" type="checkbox"/> Employment training and/or placement |
| <input type="checkbox"/> Homeless Shelter/ Services | <input checked="" type="checkbox"/> One Stop Center |
| <input checked="" type="checkbox"/> Mental Health Housing Services | <input checked="" type="checkbox"/> Computer Training Programs |
| <input checked="" type="checkbox"/> Mental Health Programs/ Services | <input checked="" type="checkbox"/> Computer Access |
| <input type="checkbox"/> Head Start | <input checked="" type="checkbox"/> Youth Job Training |
| <input type="checkbox"/> Charter Schools | <input checked="" type="checkbox"/> Youth Crisis Services |
| <input type="checkbox"/> Child Development Centers | <input type="checkbox"/> Family Counseling |
| <input type="checkbox"/> State Preschools | <input type="checkbox"/> Parenting Classes |
| <input type="checkbox"/> After-School Programs | <input checked="" type="checkbox"/> Covered California |
| <input type="checkbox"/> Food Bank | <input checked="" type="checkbox"/> Tax Services (EITC) |
| <input checked="" type="checkbox"/> WIC or Nutrition Program | <input type="checkbox"/> Court Appointed Special Advocates |
| <input checked="" type="checkbox"/> Meals on Wheels/ Sr. food delivery | <input checked="" type="checkbox"/> Transportation Services |

- Workforce Development
- Income Management/Asset Building Classes
- Visiting Nurses for Seniors
- Healthy Living Programs (i.e. Community Gardens, bike programs, safe routes to school, etc.)
- Other, please explain:

Our Agency is comprised of Social Service Programs, Community Services, Area Agency on Aging Programs, Public Health Programs, and Mental Health Programs.

Part 2 – Outreach and Coordination

OUTREACH:

1. Select all outreach activities provided by your Agency which are designed to assure eligible households are informed of LIHEAP assistance:
 - Place posters/flyers in local and county Social Service offices, Office of Aging, Social Security Administration offices, VA, etc.
 - Publish articles in local newspapers or broadcast media
 - Include inserts in energy vendor billings to inform individuals of the availability of all types of LIHEAP assistance.
 - Mass Mailing(s) to prior-year LIHEAP recipients.
 - Inform low-income groups of the availability of all types of LIHEAP assistance at the time of application intake for other low-income programs.
 - Execute interagency agreements with other low-income offices to perform outreach to target groups.

Other:

Partnership with utility companies

Outreach to: Legislative offices, community organizations, and/or attendance at community events

Agency website

Special events

Canvass neighborhoods and go door to door

Distribute flyers at schools

Verbal interagency agreements

Specify if your agency provides other types of outreach, not listed above:

2. Describe how the outreach methods above are targeted to potentially eligible clients, particularly those with high energy burdens and members of vulnerable populations, including very young children, individuals with disabilities, and frail older individuals. If the methods are different from Weatherization Assistance and Crisis Services describe the differences.

The Agency targets low income housing communities where potential eligible clients reside by providing off-site HEAP appointments visits throughout the community, targeting rural areas. The Agency coordinates with utility companies to refer potential eligible clients particularly those with high energy burdens to the HEAP Office. HEAP Staff also works with community organizations and attends community events to provide outreach to low income service providers that work with vulnerable populations within the community.

3. Describe how your Agency overcomes language barriers and ensures information is communicated in the language of the low-income population in your service territory(ies). Indicate below, what language(s) documents and materials are being provided to the public (other than English).

HEAP applications are available in Spanish, upon request. Agency has a bi-lingual staff person that is able to meet with clients and conduct HEAP Appointments. The Agency has a contract with a translation phone service, should we have potential clients with a

different language other than what staff is able to assist with. Weatherization staff when conducting the initial assessment will coordinate with family to assist with translation services, if applicable.

4. Describe how your Agency will outreach to low-income populations that have been difficult to serve in the past.

Not Applicable

Outreach in rural areas is difficult, due to geographic locations of some of the communities. Agency works with local community churches and newspapers to assist with outreach opportunities.

5. Identify if outreach services are needed in any portion of your service territory(ies) but cannot be provided by your Agency. Please identify the specific challenges and/or limitations preventing your Agency from delivering these services and internal efforts to overcome these obstacles.

Not Applicable

6. Describe how your Agency will conduct outreach efforts to educate and inform the community at large and create an environment that fosters partnerships in your local community. If the Agency has multiple service areas, describe how this will be accomplished in each area.

The Agency has staff in both the Western Slope and Tahoe Basin areas that provide outreach in the rural areas. The Tahoe Basin staff provides outreach efforts in the Alpine County area and coordinates with the local tribe and county offices to ensure

community members are aware of HEAP and Weatherization services. Western Slope staff coordinates with local utility companies and community organizations to ensure outreach and education efforts are being met.

7. Describe how your Agency conducts outreach to tribal organizations that do not receive LIHEAP funds directly or do not provide the full complement of LIHEAP services. Please refer to the Directory of Tribes located on the provider's website at: <http://providers.csd.ca.gov/Energy/Contracts/2015LIHEAPContract.aspx>.

The Agency provides outreach to tribal organizations located in El Dorado and Alpine County by mailing flyers and brochures to tribal offices (if applicable) and tribal medical facilities.

COORDINATION:

8. Describe how you ensure that the LIHEAP program is coordinated with other programs available to low-income households. Please check the boxes below to indicate the program(s) you currently coordinate with.

CSBG

CalWORKs

CalFresh

Other - describe below:

Because we are such a large Agency comprised of almost all noted programs, staff works very closely with other low-income programs to provide appropriate resources as needed to clients. Program brochures are available to staff when families are identified as needing assistance. Flyers and brochures are posted and distributed to all HHS building locations in El Dorado County. HEAP staff are also very well educated about available resources in the area to assist the information and referral method with potential HEAP clients.

Multipurpose Senior Service Program

Public Housing Authority
Child Protective Services
Family Caregiver Support Program
Senior Legal Services
Salvation Army
Green Valley Community Church

9. Describe how you coordinate LIHEAP services with tribal organizations in your service territory.

Not Applicable

Agency staff provide HEAP outreach materials to local tribal organizations and conduct monthly site visits to review and pick up HEAP applications.

10. Describe any challenges your Agency faces coordinating services with local tribal organizations and how your Agency will address those challenges.

Not Applicable

Challenges have included geographic locations between tribal land and HEAP Offices. Many times applications get returned to the HEAP office incomplete and client's failure to follow through with the HEAP Office are challenges. Agency conducts monthly outreach efforts with local tribes.

ASSURANCE 16:

11. Describe how Assurance 16 funds are used to provide services that encourage and enable households to reduce their home energy needs and thereby reduce the need for energy assistance.

Agency staff conducts one-on-one HEAP appointments with eligible households. During this time staff is able to review client's utility bills and monthly energy costs. Staff is also

able to review the household energy usage and provide households with energy saving tips and programs the household may be eligible for. Households with high energy needs are referred to the Weatherization Program. In Weatherization, staff reinforce the need of energy conservation upon the initial assessment.

11a. Describe how your Agency provides Energy Conservation Education to clients. Please provide your energy education materials electronically, label as **Attachment A**. If your materials cannot be attached electronically, you may describe below.

~~Households are given a handout "Household Energy Saving Tips." This form contains tips on laundry, benefits of fans and ventilations, how to keep your cooling and heating system running effectively, the effectiveness of Energy Star appliances, and ways to lower your water heater costs. Staff also review the client's current utility bills and shows them why their bill may be high and how to reduce the monthly utility costs.~~

11b. Describe how your Agency provides Budget Counseling to clients. Please provide your budget counseling education materials electronically, label as **Attachment B**. If your materials cannot be attached electronically, you may describe below.

Households are given two handouts "Everyday Budget and Money Saving Tips" and "Household Budgeting Worksheet." These forms contain money saving tips and also a worksheet for budgeting a household on a limited income. Households are also given information on Cal Fresh and are encouraged to apply for the program if they are income eligible and meet program guidelines.

12. Describe how your Agency coordinates with utility companies and energy vendors, and other energy programs.

~~The Agency has a very close relationship with all the local utility companies and energy vendors. Phone and mail communication occurs often. Utility companies often refer potential clients to the Agency to apply for HEAP and Weatherization services.~~

13. Identify any Assurance 16 services needed in any portion of your service territory but cannot be provided by your Agency. Please identify the specific challenges and/or limitations preventing your Agency from delivering these services and any internal efforts to overcome these obstacles.

Not Applicable

The Agency has had major staffing challenges which have limited the time staff are able to access the services territories for Outreach or Assurance 16 services. The Agency has currently hired additional staff and is currently looking at providing more Outreach and Assurance 16 services in the community, such as home needs assessments, coordination with utility companies and energy conservation measures. Staff will also be able to attend additional community meetings and target rural areas for community outreach events.

Part 3 - Service Delivery

APPLICATION PROCESS:

1. Describe your Agency's intake and enrollment process for LIHEAP services. If there are different methods used for the various service components, please describe i.e. mail in only, appointments and/or online applications.

To enroll for the HEAP Program, households must meet with HEAP staff in an appointment one-on-one setting. In rural areas, clients are able to come to an Off-Site location and meet with staff. These Off-Site locations are held monthly throughout the County. Home visits may be conducted for homebound and disabled clients, upon request. In rural areas, clients that are in need of emergency services that cannot wait to attend an Off-Site location may request a home visit. For Weatherization applications, clients may drop off or mail their application into the office or if necessary, a home visit may be conducted upon request for homebound and disabled clients.

2. Does your Agency close the office(s) for more than 3 consecutive business days during the program year (excluding State and Federal Holidays)? If so, describe the reason for the closure(s) to include dates and how clients experiencing an emergency/crisis are served during the closure period.

Yes

No

3. The Form CSD 43 – Energy Intake Application must be available during regular business hours to anyone who wishes to obtain an application. Please respond to the queries below to explain how you make applications available.

"X"	Application Availability	Comments
X	Live Agency representatives are available to take application requests during the days and hours specified in the "Comments" section to the right.	Monday –Friday 8am-5pm
	A message line is available on which clients can leave a message, request an application. If so, enter the message phone number, and days and hours of availability in the "Comments" section to the right.	
X	We make the applications available on our website for download. If so, enter the URL in the "Comments" section to the right.	Weatherization application is available on line. www.edcgov.us/Government/HumanServices/Family_Services/Home_Weatherization_Program.aspx
X	We send applications via email, when requested.	
X	We perform mass mailing to the types of groups and in the approximate numbers specify in the "Comments" section to the right.	Schools, vendors, low income housing apartments/mobile home parks, past HEAP consumers, etc.
X	We regularly make applications available for distribution at our local utility offices. If so, enter the name of the utility company (ies) in the "Comments" section to the right.	PGE Office, Propane and Wood Vendors.
X	We regularly make applications available for distribution at local	Social services offices, Job One, Office of Education, Green Valley Community Church,

	social service agencies. Examples of such agencies are listed in the "Comments" section to the right.	Salvation Army, Red Cross, etc.
	We regularly make applications available for distribution at local library (ies).	
	We make hardcopy applications available directly outside or very nearby our office, where they can be accessed when our office is closed.	
X	Other: Community Outreach	Applications and Appointments are available at Offsite Locations such as, El Dorado Hills, Fairplay, Greenwood, Pollock Pines, and Cameron Park
	Other:	
	Other:	

~~Please enter any other information you would like CSD to know regarding the way you make applications available below.~~

4. How does your Agency provide individuals who are physically infirmed the means to submit applications for Home Energy Assistance (HEAP) and Energy Crisis Intervention (ECIP) benefits without leaving their homes or to travel to the sites at which applications are accepted?

Home visits and mailing options are available, upon request.

5. Describe the client referral process to ECIP, weatherization, reduced energy rate programs, and other energy conservation programs. Please provide client referral

materials electronically, label as **Attachment C**. If your materials cannot be attached electronically you may describe below.

Households are referred to ECIP, Weatherization and reduced energy rate programs if it is determined during their HEAP appointment that they are in need of such services. CARE and Weatherization Applications are available in the office and staff will help eligible households fill out the paperwork in order for the client to receive such services. ECIP referrals also come in from local utility vendors and staff answering the main phone lines for Community Services programs.

ENERGY CRISIS INTERVENTION PROGRAM (ECIP):

6. Select the types of crisis services your Agency provides:

- ECIP WPO
- ECIP Heating
- ECIP Cooling
- ECIP Water Heating
- ECIP Fast Track

If any of the above services are not provided, please explain why below:

ECIP-WPO The Agency does not see a need for ECIP-WPO. As the Agency works very closely with the vendors to ensure clients are not at risk of shut off.

7. Describe how your Agency ensures that crisis services for Fast Track, Heating and Cooling (HCS) and WPO are resolved within 48 hours (from the time the application is approved).

Fast Track

Staff determine Fast Track eligibility on site and work with utility company to remedy the emergency. Agency staff conduct phone pledge while client is in office. The emergency is usually remedied within the hour of the client's application being approved.

Heating & Cooling

Once a referral for ECIP Heating and Cooling comes into the office, the household must qualify. Once the application is deemed eligible, staff will contact vendors to see when they can get out to household. During this time, clients are offered heating and cooling portable devices to loan. Staff work with vendors to get them out to the household as soon as possible. In some situations, staff will coordinate with the Weatherization Program to have them conduct a home visit and remedy the situation, if applicable.

WPO

N/A

8. If the client is experiencing a life-threatening crisis, describe how your Agency ensures that the crisis for Fast Track, HCS, and WPO is resolved within 18 hours (from the time the application is approved).

Life-threatening is defined as an "Applicant 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".

Fast Track

Staff determine Fast Track eligibility on site and work with utility company to remedy the emergency. Agency staff conduct phone pledge while client is in office. The emergency is usually remedied within the hour of the client's application being approved.

Heating & Cooling

Staff work with vendors to get them out the household as soon as possible to conduct an assessment. In some situations, staff will coordinate with the Weatherization Program to have them conduct a home visit and remedy the situation, if applicable.

~~Portable utility devices are also available on loan to households with such needs as heating or cooling. In situations where a client is experiencing a life-threatening crisis, Agency staff will provide portable devices to alleviate heating or cooling emergency need or work with a vendor to get them into the home to remedy the crisis. The goal is to have the situation remedied within 18 hours of the life threatening emergency.~~

WPO

N/A

9. Does your Agency provide ECIP-HCS services outside of your Agency's typical heating and/or cooling season to eligible dwellings?

Yes

No

If yes, provide a justification for ECIP-HCS services:

WEATHERIZATION ASSISTANCE:

10. Provide a description of your Agency's weatherization service delivery model. The description should indicate your Agency's subcontracts, size of weatherization workforce, and approach to scheduling and identifying dwellings for services.

The Agency provides weatherization services on a first come, first serve basis to income eligible clients. Dwellings are identified as part of the HEAP Intake process. Assessments and/or Weatherization jobs are scheduled by geographical location in the County to maximize travel time and mileage. If the number of applications exceeds what can be processed within a couple months, a waiting list is then established. The waiting list is prioritized based on vulnerable populations. Four points are given to anyone 60+ in the household, three points are given to any disabled person in the household and 2 points are given to anyone in the household that is under 5 years of age. Total points are calculated for the household, and weatherization services are

provided from highest to lowest priority points. If a household has been weatherized within the last four years, the household will not be considered for assessment and possible re-weatherization unless there is currently not a waiting list. We will transpose the priority points onto the CSD 43 form.

Weatherization has 3 Weatherization installers/assessors and 1 Supervisor. Currently weatherization has 3 sub-contractors, 2 HVAC companies and one plumber.

11. Describe hard to reach service areas that are in need of weatherization services but cannot be provided by your Agency. Please identify the specific challenges and/or limitations preventing your Agency from delivering these services and internal efforts to overcome these obstacles.

Not Applicable

12. Describe your Agency's plan for prioritizing weatherization services.

Applications are accepted in the Weatherization office daily. If the number of applications exceeds what can be processed within a couple months, a waiting list is then established. The waiting list is prioritized based on vulnerable populations. Four points are given to anyone 60+ in the household, three points are given to any disabled person in the household and 2 points are given to anyone in the household that is under 5 years of age. Total points are calculated for the household, and weatherization services are provided from highest to lowest priority points. If a household has been weatherized within the last four years, the household will not be considered for assessment and possible re-weatherization unless there is currently not a waiting list.

13. Complete Attachment I- Utility Assistance Priority Plan and submit with the Agency Local Plan. The Attachment is located on the Provider's website at the link below:

<http://providers.csd.ca.gov/Energy/Contracts/2015LIHEAPContract.aspx>.

Part 4 – Customer Notification of Services

APPEAL RIGHTS:

1. Describe your Agency's appeal procedures for households whose applications are denied to include the following:
 - How households are informed of their appeal rights.
 - When households are informed of their appeal rights (i.e. before, during, after).

Provide materials distributed to clients notifying them of their appeal rights. Please provide materials electronically, label as **Attachment D**. If your materials cannot be attached electronically, you may describe below.

The CSD 43 Intake Application states the clients appeals rights-all client must sign the CSD 43 stating receipt of information.

If a client is denied HEAP or Weatherization services a denial letter is given to the client. The client's appeals rights are noted on the letter, as well.

2. How are households notified when they are denied services? Please provide any forms or letters used to notify households, provide electronically and label as **Attachment E**.

They are notified in person and in writing.

3. How does your Agency track customer complaints, both written and verbal? Are these complaints used to better assist your Agency in the customer service process?

If so, please explain:

When a customer complaint is registered an EL597 Complaint Form is filled out by a supervisor or manager. When the complaint has been resolved, the EL597 form is signed off by the Assistant Director or Director and filed. Executive staff will assign a complaint number and enter the complaint in a tracking log. The Agency uses past complaints to better assist staff in our customer service process. This is overseen by review of the complaint with staff and discussion with staff on how the situation could have dealt with the differently in order to get a more positive result, if applicable.



Contract #: 266-F1611
Index Code: 531011

CONTRACT ROUTING SHEET

Date Prepared: 11-10-2015
11-04-2015

Need Date: 12-01-2015

PROCESSING DEPARTMENT:

Department: HHSA
Dept. Contact: Zhana Mc Cullough
Phone #: 7154
Department
Head Signature: [Signature]
Don Ashton, MPA, Director

CONTRACTOR:

Name: CA Dept. of Community Services
Address: 2389 Gateway Oaks Dr., Suite 100
Sacramento, CA 95833
Phone: _____

CONTRACTING DEPARTMENT: HHSA/Community Services

Service Requested: 2016 Funding Agreement for the Low-Income Home Energy Assistance Program (LIHEAP)
Contract Term: 01/01/2016 - 01/31/2017 Contract/Grant Value: \$1,087,043
Compliance with Human Resources requirements? N/A X Yes _____ No: _____
Compliance verified by: N/A - Incoming Funding

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: _____ Date: 11/7/15 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

SACRAMENTO COUNTY COUNSEL
12 PM 11/11/15

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: X Disapproved: _____ Date: 11/18/15 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: Information Technologies (under separate cover)
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

[Signature]
CFO Review _____ Date _____

[Signature] 11/5/15
Deputy Director, Administration and Contracts _____ Date _____

Contract #: 266-F1611
Index Code: 531011

CONTRACT ROUTING SHEET

2 of 2

Date Prepared: 11-04-2015

Need Date: 11-20-2017

PROCESSING DEPARTMENT:

Department: HHSA
Dept. Contact: Zhana Mc Cullough
Phone #: 7154
Department
Head Signature: Don Ashton, MPA, Director

CONTRACTOR:

Name: CA Dept. of Community Services
Address: 2389 Gateway Oaks Dr., Suite 100
Sacramento, CA 95833
Phone:

CONTRACTING DEPARTMENT: HHSA/Community Services

Service Requested: 2016 Funding Agreement for the Low-Income Home Energy Assistance Program (LIHEAP)

Contract Term: 01/01/2016 – 01/31/2017 Contract/Grant Value: \$1,087,043

Compliance with Human Resources requirements? N/A Yes No:

Compliance verified by: N/A – Incoming Funding

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

EL DORADO COUNTY COUNSEL
2015 NOV 12 AM 11:16

PLEASE FORWARD TO RISK MANAGEMENT. THANK YOU!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

NOTE: Any contract that involves the development, installation, implementation, storing, retrieving, transfer, or sending of electronic information, the acquisition of software or computer related items, or any other service/item that may be IT related, especially those that involve computers and telecommunications, must be approved by IT before submission to Counsel. This also applies to any other contract that requires approval from another department.

Departments: Information Technologies

Approved: Disapproved: _____ Date: 11/6/15 By: [Signature]
Approved: _____ Disapproved: _____ Date: _____ By: _____

CFO Review _____ Date _____ Deputy Director, Administration and Contracts _____ Date _____



RESOLUTION NO. 064-2015

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Authorization for the Health and Human Services Agency Director to Execute and Administer Program-Related Funding/Revenue Agreements, Allocations, and Grants

WHEREAS, in accordance with Board of Supervisors (hereinafter referred to as the "Board") Policy A-6 "Grant Applications," the "Board of Supervisors is the sole authority for accepting grant awards and approving grant agreements. After acceptance of a grant award and approval of the grant agreement, the Board may delegate authority to execute the grant agreement and other grant related documents"; and

WHEREAS, the Health and Human Services Agency (HHSA) receives many opportunities to obtain revenue to help fund program operations in the form of funding agreements, allocations, and grants from Federal, State, and other granting agencies (hereinafter referred to as "Revenue Agreements"); and

WHEREAS, these funding sources are vital to HHSA's ability to provide necessary and in some cases mandated services, to the community and residents of the County; and

WHEREAS, these Revenue Agreements are often received late and the timeline allowed by the funding authority (Federal, State, and other) for execution of the various Revenue Agreements is brief, resulting in a significant workload impact for HHSA, County Counsel, Risk Management, the Chief Administrative Office and the Board; and

WHEREAS, the additional time required to prepare for and receive approval from the Board to accept the funding and execute Revenue Agreements reduces the period of time costs may be charged against the funding sources and results in costs charged to other funding sources, including General Fund; and

WHEREAS, the funding realized by these Revenue Agreements is included annually in HHSA's operating budget or has been approved by the Board individually; and

WHEREAS, to ensure the timely and efficient processing of revenue agreements thereby safeguarding the continuation of essential services, the Board of Supervisors hereby authorizes the HHSA Director to act on behalf of the County of El Dorado and accept funding, and execute all necessary documents required to secure and maintain each Revenue Agreement included in the attached Attachment A, as included in the Agency's operating budget, or approved separately by the Board of Supervisors, including any future amendments to same, and contingent upon approval by County Counsel and Risk Management.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of El Dorado does hereby:

- 1) Delegate authority to Health and Human Services Agency Director, on behalf of the County, in accordance with Board of Supervisors Policy A-6, to accept funding and execute Revenue Agreements as included in Attachment A attached hereto and incorporated by reference herein, and amendments thereto, if any, which provide the means for the Health and Human Services Agency to operate its various programs contingent upon approval by County Counsel, Risk Management; and
- 2) Approve and authorize the HHSA Director to continue to administer these funding/revenue agreements, allocations, and allotments, and further authorize the HHSA Director or the Chief Fiscal Officer to execute any required fiscal and programmatic reports; and

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 28th day of April, 2015, by the following vote of said Board:

Ayes: Mikulaco, Novasel, Frentzen, Veerkamp, Ranalli

Noes: None

Absent: None

Attest:

James S. Mitrisin

Clerk of the Board of Supervisors:

By : 
Deputy Clerk


Brian K. Veerkamp, Chair, Board of Supervisors

Attachment A
Health and Human Services Agency
Revenue Agreements

Entity	Contract #	Division	Description	Start Date	End Date	Board Approval		Approx Amount
						Date	File ID	
CA Dept of Aging	AP-1415-29, AP-1516-29	Community Services	Aging services funding agreement for FY 2014-15.	7/1/2014 7/1/2015	6/30/2015 6/30/2016	10/21/14	14-0991	\$1,018,080
CA Dept of Aging	MS-1415-35, MS-1516-35	Community Services	MSSP contract for FY 2014-15.	7/1/2014 7/1/2015	6/30/2015 6/30/2016	8/12/14	14-1043	\$257,100
CA Dept of Community Services & Development	14F-3009, 15F-2009	Community Services	2014 Community Services Block Grant allocation.	1/1/2014 1/1/2015	5/31/2015 12/31/15	2/25/14	14-0174	\$265,790
CA Dept of Community Services & Development	14B-5007, 15B-3008	Community Services	Low-Income Home Energy Assistance Program (LIHEAP) 2014 funding agreement.	1/1/2014, 1/1/2015	1/31/2015, 1/31/2016	7/15/14, 1/27/15	14-0084 15-0086	\$1,783,741 \$2,335,282
CA Dept of Community Services & Development	14C-1807, 15C-1007	Community Services	Funding agreement for Dept of Energy Weatherization Assistance Program activities.	8/1/2014	6/30/2015	9/23/14	14-1216	\$77,644
CA Dept of Health Care Services (DHCS)	14-90036	Community Services	Funding agreement for Medi-Cal Administrative Activities (MAA).	7/1/2014	6/30/2017	8/26/14	14-1106	\$1,500,000
CA Dept of Health Care Services (DHCS)	09-1318	Community Services	Medi-Cal Targeted Case Management (TCM) Provider Participation Agreement	7/1/2013	6/30/2018	8/27/13	13-0998	Varies based on usage
CA Dept of Health Care Services (DHCS)	274-F1511, 046-F1611	Mental Health	PATH Grant Allocation FY 14/15	7/1/2014 7/1/2015	6/30/2015 6/30/2016	10/28/14	14-1117	\$34,834
CA Dept of Health Care Services (DHCS)	284-F1511	Mental Health	Substance Use Disorder services funding for FY 2014 - 2017. (State and Federal funding)	7/1/2014	6/30/2017	12/2/14	14-0612	\$3,845,280
CA Dept of Health Care Services (DHCS)	456-F1311	Mental Health	Mental Health Plan (MHP) Funding for the provision of MH services to Medi-Cal eligible residents of the County. State Contract #12-89361	5/1/2013	4/30/2018	4/23/13	13-0330	Varies based on usage
CA Dept of Health Care Services (DHCS)	666-F1411	Public Health	Medi-Cal Outreach and Enrollment (Contracted out to El Dorado County Community Health Center, #069-S1511)	3/12/2014	12/31/2016	5/13/14	14-0597	\$100,000
CA Dept of Public Health	109-L1511	Public Health	Local Lead Agency (LLA) Comprehensive Tobacco Control Plan (TUPP) for FY 2014 - 2015.	7/1/2014	6/30/2015	2/12/13	10-0755	\$150,000
CA Dept of Public Health	267-F1511	Public Health	Reimbursement of Tuberculosis prevention and control activities in FY 2014-2015.	7/1/2014	6/30/2015	11/04/14	13-0164	\$5,280
CA Dept of Public Health	14-10248, 15-10081	Public Health	FFY 14/15 funding agreement for the Supplemental Food Program for Women, Infants and Children (WIC)	10/01/2014 10/01/2015	9/30/2015 9/30/2019	9/23/14	14-1215	\$784,874
CA Dept of Public Health	108-F1411	Public Health	AIDS Master Grant - Surveillance 13-20125	7/1/2013	6/30/2016	10/29/13	10-1202	\$37,893
CA Dept of Public Health	053-F1511	Public Health	Childhood Lead Poisoning Program - to increase awareness of lead hazards, coordinate testing & case management.	7/1/2014	6/30/2017	8/5/14	12-0051	\$60,000
CA Dept of Public Health	150-F1411 15-10418	Public Health	State funding for immunization program (State Agreement #13-20327)	7/1/2013	6/30/2017	12/17/13	11-1364	\$242,152
CA Dept of Public Health	026-F1511	Public Health	Funding for Public Health Preparedness programs (PHP, Cities Readiness Initiative, HPP, Pandemic Flu), FY 2014 - 2015	7/1/2014	6/30/2017	9/9/14	026-F1511	\$1,392,633

Attachment A
Health and Human Services Agency
Revenue Agreements

Entity	Contract #	Division	Description	Start Date	End Date	Date	File ID	Approx Amount
Del Oro Caregiver Resource Center	145-01310, 025-F1611	Community Services	Revenue generating contract for Senior Day Care Program (SDC). SDC provides services to DCRC approved clients.	7/1/2012 7/1/2015	6/30/2015 6/30/2018	9/25/12	12-1123	Varies based on usage
El Dorado Community Foundation	093-F1511	Community Services	Grant funding from the Women's Fund El Dorado (a fund at the El Dorado Community Foundation) for the purchase of a washer/dryer combo for the El Dorado Hills Senior Day Care center.	7/1/2014	6/30/2015	8/26/14	14-0786	\$1,448
El Dorado Community Foundation	094-F1511	Community Services	Grant funding from the Friends of Seniors (a fund at the El Dorado Community Foundation) for the purchase of transmitter testers for tracking devices used by the Senior Day Care CareTrak program.	7/1/2014	6/30/2015	8/26/14	14-0786	\$400
El Dorado County Office of Education (EDCOE)	006-F1511	Mental Health	SELPA Agmt	7/1/2014	6/30/2016	7/22/14	14-0924	Varies based on usage
El Dorado County Office of Education (EDCOE)	197-F1511	Social Services	CalWORKS Joint Application.	7/1/2014	6/30/2015	12/18/12	12-1488	\$24,003
El Dorado Union High School District	005-F1411	Public Health	Public Health Nurse activities/support on site at El Dorado Union High School (Healthy Start)	7/1/2013	6/30/2016	7/23/13	11-0559	\$90,000
First 5 El Dorado Children and Families Commission	076-F1511, 038-F1611	Public Health	Access to healthcare for children ages 0 - 5 and families; 2014-2015, Revenue Agreement (Their Contract #1415-90063-34-611)	7/1/2014, 7/1/2015	6/30/2015 6/30/2015	8/12/14	12-1068	\$170,000
Golden Sierra Job Training Agency	K491016-01 K594759-02	Community Services	Funding agency for Workforce Investment Act Program	7/1/2013 10/1/2014	5/31/2015 5/31/2016	06/10/14	13-0851	\$1,005,954
U.S. Dept. of Housing and Urban Development (HUD)	CA151FSH053A014	Community Services	Family Self-Sufficiency Program Coordinator funding (Legistar 14-1464)	1/1/15	12/31/15	10/28/14 & 14-1464	14-1464	\$59,402



County of El Dorado

330 Fair Lane, Building A
Placerville, California
530 621-5390
FAX 622-3645
www.edcgov.us/bos/

Master Report

File Number: 15-0412

***File ID #:** 15-0412

Agenda Agenda Item
Type:

Status: Approved

Version: 1

Reference:

Gov Body: Board of
Supervisors

Created: 03/23/2015

Agenda Title: 04/28/15 HHS Revenue Agreements Resolution

Final Action: 04/28/2015

Title: Health and Human Services Agency recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution **064-2015** delegating authority to the Health and Human Services Director, on behalf of the County, to accept funding from sources/granting agencies previously approved by the Board and execute funding/revenue agreements, grants, allocations, and amendments thereto, related to those funding sources through June 30, 2016, that provide for the operation of Health and Human Services Agency programs, and contingent upon approval by County Counsel and Risk Management;
- 2) Delegate authority to the Health and Human Services Agency Director to execute, on behalf of the County, additional documents related to those funding/revenue agreements, grants, allocations, and amendments thereto, if any, and contingent upon approval by County Counsel and Risk Management; and
- 3) Approve and authorize the Health and Human Services Agency Director or Chief Fiscal Officer to execute any required fiscal and programmatic reports pursuant to funding agreements and allocations.

FUNDING: Federal, State, Local and City Funding sources.

Notes:

Agenda Date: 04/28/2015

Agenda Number: 17.

Sponsors:

::

Attachments: A - Approved CRS Reso Revenue Agmts 4-28-15, B
- Resolution for Revenue Agmts 4-28-15, C -
Revenue Contracts List 4-28-15, Executed
Resolution 064-2015 4-28-15.pdf

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Contact: Don Ashton

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Approval History

Version	Date	Approver	Action
1	03/31/2015	James Robbins	Approved
1	04/03/2015	Don Ashton	Approved
1	04/06/2015	Agenda Coordinator	Delegate
1	04/13/2015	Creighton Avila	Approved
Notes	Consent		
1	04/13/2015	Pamela Knorr	Approved

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Board of Supervisors	04/28/2015	Approved				Pass
	Action Text:	This matter was Approved and Resolution 064-2015 was Adopted upon Approval of the Consent Calendar.					
		Yes: 5 - Supervisor Mikulaco, Supervisor Veerkamp , Supervisor Frentzen, Supervisor Ranalli and Supervisor Novasel					5

Text of Legislative File 15-0412

Health and Human Services Agency recommending the Board:

- 1) Adopt and authorize the Chair to sign Resolution **064-2015** delegating authority to the Health and Human Services Director, on behalf of the County, to accept funding from sources/granting agencies previously approved by the Board and execute funding/revenue agreements, grants, allocations, and amendments thereto, related to those funding sources through June 30, 2016, that provide for the operation of Health and Human Services Agency programs, and contingent upon approval by County Counsel and Risk Management;
- 2) Delegate authority to the Health and Human Services Agency Director to execute, on behalf of the County, additional documents related to those funding/revenue agreements, grants, allocations, and amendments thereto, if any, and contingent upon approval by County Counsel and Risk Management; and
- 3) Approve and authorize the Health and Human Services Agency Director or Chief Fiscal Officer to execute any required fiscal and programmatic reports pursuant to funding agreements and allocations.

FUNDING: Federal, State, Local and City Funding sources.

DEPARTMENT RECOMMENDATION:

The Board of Supervisors Policy A-6, Grant Applications, establishes the Board of Supervisors as the sole authority for accepting grant awards and approving grant agreements. In accordance with this policy, the Health and Human Services Agency has presented funding/revenue agreements, grants, and other funding allocations to the Board for approval.

Historically, many funding agreements, grants, and funding allocations are received late with short approval and processing deadlines from the granting agency, resulting in a reduced level of service or additional cost to other funding sources, including general fund to sustain the program operation during the Board approval process. Also, if additional funds are added during the period of the funding/revenue agreement, an amendment is required before funds can be used. The amendments may occur toward the end of the funding period, resulting in short periods of time to approve funding and expend the funds prior to the end of the funding period.

Approval of this Resolution delegating authority to the HHSA Director to accept funding and execute funding/revenue Agreements, grants, and other funding allocations from sources/granting agencies that have been previously approved by the Board, as either part of the Agency's operating budget or as a separate Board approved item, will help to ensure continuity of services currently provided. These sources are listed in Attachment A "List of Health and Human Services Agency Revenue Agreements". This list is intended to identify the various funding sources/granting agencies on which HHSA will act, and not limit the delegation to a specific contract period or term.

In the event HHSA is notified of a decrease in funding of ten percent (10%) or more, HHSA shall report said decrease to the Board at the next available Board meeting. In addition, if a funding/revenue Agreement requires a general fund match, HHSA will return to the Board

for approval.

DISCUSSION / BACKGROUND:

The Health and Human Services Agency (HHS) currently has approximately twenty seven funding Agreements, grants, or other allocations received from various funding sources (Revenue Agreements) for the operation and/or support of multiple programs across the Agency. These funding Agreements have been previously accepted and approved by the Board of Supervisors. Since 2007, HHS has processed an average of thirty revenue agreements each year, many of which are on-going funding and include renewals or amendments to prior year agreements.

Examples of programs that receive funding under these Agreements include Home Energy Assistance, Home Weatherization, In Home Supportive Services Public Authority, Public Housing Authority, Long-Term Care Ombudsman, Multipurpose Senior Service Program, Public Guardian, Senior Day Care, Senior Nutrition, Senior Legal, Public Health Preparedness, Disease Prevention and Control, Substance Abuse Disorders, Medi-Cal, and the Workforce Investment Act Programs. Many of these programs provide critically important support or resources to the residents of El Dorado County.

These funding sources are stable and reasonably predictable, and as a result are included in HHS's annual budget. As a matter of practice, and in compliance with Board Policy A-6, HHS brings each Revenue Agreement, as well as amendments thereto, to the Board to accept funding and delegate authority to the Director to execute associated documents.

These funding/revenue Agreements are often received from the funding source late (immediately before or after the start of the funding period) and in many cases require a short approval timeline and return to the granting agency in order to avoid loss of funding. Program Costs incurred cannot be applied against the funding until after the Revenue Agreement has been approved by the Board and the granting agency. This ultimately impacts HHS by shortening the period of time to charge allowable costs against the approved funding which can result in a reduction to amount of services provided to the community or an increase in general fund or other funding source expenditures to support the cost of program operations prior to the approval of the funding.

ALTERNATIVES:

Should the Board not approve this item, the alternative action would be to continue to process funding/revenue Agreements, grants, and allocations by seeking Board approval for funding Agreements on an individual basis.

OTHER DEPARTMENT / AGENCY INVOLVEMENT:

County Counsel

CAO RECOMMENDATION:

Approval of this agenda item could reduce the amount of agenda items to the Board and could give HHS longer periods of times to implement revenue agreements. This item is recommended as long as it only includes revenue agreements.

FINANCIAL IMPACT:

Approval of this item would allow the Health and Human Services Agency to immediately process funding, allocation and grant documents and any amendments thereto, through June 30, 2016, upon approval by County Counsel, thereby reducing delays and mitigating the potential loss of funding due to short approval and processing deadlines imposed by the funding entity. In addition, delays in approval shorten the time to expend the funds received preventing programs from expending all of the funds prior to the conclusion of the Revenue Agreement.

CLERK OF THE BOARD FOLLOW UP ACTIONS

1. Clerk of the Board to obtain the Chair's signature on two (2) Resolutions.
2. Clerk of the Board to provide one (1) certified Resolution and one (1) Certified Minute Order to the Health and Human Services Agency.

STRATEGIC PLAN COMPONENT:

Health and Human Services Agency Strategic Plan Project 2.1.4 - Develop Contract Development Procedures for the timely execution and administration of Agency contracts.

Health and Human Services Agency Strategic Plan Project 2.4.3 - Efficiency in Funding - Develop a Grant Application and Funding Utilization process within HHSA.

CONTACT

Don Ashton, MPA, Director