DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
700 North 10th Street, Room 258
Sacramento, CA 95814-0338
(916) 341-4200
(916) 341-4203 (FAX)
(916) 327-6318 (TDD)

FACSIMILE TRANSMISSION
DOE WAP INFORMATIONAL TRANSMITTAL NO.IT-2007-1

TO: Department of Energy (DOE) Weatherization Assistance Program (WAP) Service Providers

FROM: Jason Wimbley, Division Chief
Energy & Environmental Services

DATE: April 30, 2007

SUBJECT: DRAFT 2007 DOE WAP Contract

The draft 2007 DOE WAP Contract and Exhibits will be available for download on or before Monday, April 30, 2007 from the Department of Community Services and Development (CSD) website at http://www.csd.ca.gov. Please print the necessary number of copies needed for your review and comment.

In our continued commitment to simplify the administration of CSD Energy programs, the draft 2007 DOE WAP Contract adopts both the format of the 2007 Low-Income Home Energy Assistance Program (LIHEAP) Contract and many of the fiscal and programmatic provisions implemented with the 2007 LIHEAP Program Year (PY). The following highlights the most significant changes of the 2007 DOE PY.

- NEW CONTRACT TERM PERIOD: The contract term period is July 1, 2007 through April 30, 2008.

- WEATHERIZATION MEASURES AND RATES: The maximum average reimbursement per dwelling weatherized was increased to $2,885 and in the event of an emergency declared by the Governor to $3,318.

  - The LIHEAP reimbursement model, including reimbursement rates, approved labor rate, and fiscal/programmatic reporting formats have been incorporated with the 2007 DOE PY.

  - All measures referenced in the 2007 LIHEAP contract are allowed under DOE, with the exception of the pipe wrap measure that was recently added to the LIHEAP Program via amendment.

- MINIMUM REQUIREMENTS FOR WEATHERIZATION SERVICES: New to the DOE program are the LIHEAP requirements and guidelines specific to the minimum number of measures to be installed for weatherization services

- a single-family dwelling/single-story dwelling, i.e., ceiling insulation plus two additional Mandatory Measures, or in the event ceiling insulation is not feasible, at least four Mandatory Measures; and

- multi-story/multi-unit complex i.e., ceiling insulation plus two additional Mandatory Measures, or in the event ceiling insulation is not feasible, at least three Mandatory Measures.

➢ ORDER OF INSTALLATION OF WEATHERIZATION MEASURES: Previously the DOE contract implied that the order of the installation of weatherization measures were to be installed in a specific order; Health and Safety (H&S) Measures, Mandatory Measures (Infiltration Reduction, General Heat Waste, Electric Base Load), Priority List (in order), and lastly, Optional Measures. The 2007 DOE WAP program adopts a new standard more in line with the LIHEAP program as follows:

- H&S and Mandatory Measures: Following the performance of all applicable dwelling assessment and diagnostic testing, all feasible H&S Measures must be installed first, followed by all Mandatory Measures; Infiltration Reduction, General Heat Waste, and Electric Base Load, *may be installed in any priority order.*

- Priority List of Energy Conservation Measures and Optional Measures: The DOE WAP program conditions and requirements remain unchanged.

➢ DISASTER RELIEF: Incorporates new requirements instructing Contractor's to contact CSD for invoicing instructions on disaster-related expenditures.

➢ CLOSE-OUT PROCESS: Clarifying language was added to the close-out process informing Contractor's that Administrative, H&S, and Training and Technical Assistance costs shall not exceed the maximum allowable amounts and that Administrative and H&S costs shall remain proportionate to the cumulative allowable program expenditures.

➢ NEW CLOSE-OUT RECONCILIATION REPORT, CSD 720E: This new reconciliation report serves to reconcile and report actual cost expenditures, interest earned, and reimbursements and advance payments received and is to be submitted within 90 calendar days after expiration of the contract term period as part of the required close-out package. Additionally, any balance of unexpended funds must be returned to CSD at the time the close-out report is submitted.

- WEATHERIZATION EXPENDITURE AND ACTIVITY REPORT: Due to the on-going enhancements and updates to the Expenditure Activity Reporting System (EARS) system, hard copies of the monthly DOE and LIHEAP expenditure and activity reporting forms will no longer be provided. Should an agency require a hardcopy, Contractor's should access the EARS system and print the most current version of the required report, which we anticipate to be available by August 2007.

Please limit your written comments to the contents of the draft 2007 DOE-WAP contract and exhibits. Written comments may be submitted to Kathy Ely, Senior Manager, at kely@csd.ca.gov or via mail, and will be accepted through Friday, May 25, 2007. CSD plans to issue the 2007 DOE WAP Contract no later then June 15, 2007.

For any additional questions, please contact your Field Representative.

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2007 DEPARTMENT OF ENERGY (DOE)
WEATHERIZATION ASSISTANCE PROGRAM (WAP)
CONTRACT
TABLE OF CONTENTS

Page

EXHIBIT A, SCOPE OF WORK

1. Scope of Work A1
2. Service Area A1
3. Address for the State A1
   Attachment I, ZIP Code Cross-Reference, April 2007 (Los Angeles and San Diego Contractors only)

EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS (CSD)

1. BUDGET CONTINGENCIES B1
   - A. State Budget Contingency B1
   - B. Federal Budget Contingency B1
2. BUDGET GUIDELINES B2
   - A. Advance Payments B2
   - B. Subsequent Payments B2
3. ALLOWABLE COSTS B3
   - A. Cost Reporting B3
   - B. Administrative B3
   - C. Program Costs B4
4. REIMBURSEMENT GUIDELINES B5
   - A. Weatherization B5
     - Maximum Reimbursement B6
     - Measure Reimbursement B6
     - Fixed Fee Measures B7
     - Assessments and Diagnostics B7
     - Labor Reimbursement B8
     - Heating and Cooling Services (HCS) B9
     - Other Program Reimbursements B10
     - Dwelling Status B12
5. REPORTING REQUIREMENTS B14
   - A. Reports B14
   - B. CSD Review B15
   - C. Close-out Report B16
6. ATTACHMENTS TO THE CONTRACT B16
   - A. ATTACHMENT I, 2007 DOE WEATHERIZATION BUDGET (CSD 570);
   - B. ATTACHMENT II, 2007 DOE WEATHERIZATION PRIORITY PLAN (CSD 793); and
   - C. ATTACHMENT III, 2007 REIMBURSEMENT RATES FOR WEATHERIZATION ACTIVITIES.

EXHIBIT C, GENERAL TERMS AND CONDITIONS (State) C1

EXHIBIT D, SPECIAL TERMS AND CONDITIONS (CSD)

1. TRAVEL AND PER DIEM D1
2. CERTIFICATIONS D1
   Internal Control Certification D1
3. CONFLICT OF INTEREST D2
4. CODES OF CONDUCT D2
5. CONTRACTOR LICENSING D3
6. AUDITING STANDARDS AND REPORTS D3
7. SUBCONTRACTS (CSD) D4
8. INSURANCE AND FIDELITY BOND D5
   A. General Requirements D6
   B. Self-Insurance D6
   C. Workers' Compensation Insurance D7
   D. Fidelity Bond D7
   E. General Liability Insurance D7
   F. Vehicle Insurance D7
9. SPECIAL CONDITIONS FOR ENTITIES NOT MEETING TERMS OF THE AGREEMENT D8
   A. Suspension D8
   B. Imposed Special Conditions D8
   C. Termination D9
   D. Lien Rights D9
10. APPEAL PROCESS WHEN SPECIAL CONDITIONS ARE IMPOSED D9
11. AGREEMENT CHANGES D10
   A. Amendment D10
   B. Modifications D10
   C. Process D11
12. SPECIAL PROVISIONS – PERFORMANCE-BASED GUIDELINES D11

EXHIBIT E, ADDITIONAL PROVISIONS

1. PROVISIONS FOR FEDERALLY FUNDED GRANTS E1
2. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS E1
3. PROCUREMENT E2
   A. Contract Administration E2
   B. Limitation on Use of Funds E3
4. AFFIRMATIVE ACTION COMPLIANCE E4
5. NONDISCRIMINATION COMPLIANCE E4
6. PRIORITIZATION OF SERVICES E4
7. SPECIFIC ASSURANCES E5
   A. Pro-Children Act of 1994 ..... E5
   B. American-Made Equipment/Products E5
   C. Federal and State Occupational Safety and Health Statutes E5
   D. Political Activities E6
   E. Lobbying Activities E6
8. RIGHT TO MONITOR, AUDIT, AND INVESTIGATE E6

9. FAIR HEARING PROCESS FOR ALLEGED VIOLATION OF THE CIVIL RIGHTS ACT AGAINST CONTRACTOR E7
10. FAIR HEARING PROCESS FOR APPLICANTS FOR DENIAL OF BENEFITS BY CONTRACTOR E7
11. RECORD-KEEPING E8

EXHIBIT F, PROGRAMMATIC PROVISIONS
1. OUTREACH AND INTAKE ACTIVITIES F1
   A. Outreach F1
   B. Intake F1
2. CLIENT EDUCATION/COUNSELING ACTIVITIES F1
   A. Needs Assessment F1
   B. Client Education – Budget Counseling F2
3. APPLICANT ELIGIBILITY AND SERVICE PRIORITY F2
   A. Applicant Eligibility – General F2
   B. Service Priority F3
4. COORDINATION F4
5. RECORD-KEEPING RESPONSIBILITIES F4
   Client Files – General Requirements F4
   Client Files – Weatherization F5
   Other Recordkeeping Responsibilities F6
      1) Labor and Materials F6
      2) Training F7
      3) Equipment F7
6. WEATHERIZATION ACTIVITY GUIDELINES F7
   A. Program Standards F7
   B. Regulations F8
   C. Dwelling Eligibility F8
      Permission to Provide Services F9
      Rent Increase Restrictions F9
      Occupied Multiple Unit Dwellings F10
      Unoccupied Multiple Unit Dwellings F11
      Reweatherized Dwellings F11
      Ineligible Dwellings F12
      Temporary Shelters/Homeless Individuals F12
      Group Homes F12
   D. Minimum Requirements for Weatherization Services F13
   E. Dwelling Assessments F13
   F. Health and Safety Measures F14
   G. Allowable Heating/Cooling Appliance Repair and Replacement Services F15
   H. DOE Waiver for Fuel Switching F17
   I. Priority Lists of Energy Conservation Measures F17
   J. NEAT Energy Audit F18
   K. Natural Disasters F19
   L. Pre-1979 Dwellings F20
   M. Title 24 ..... F20
7. QUALITY ASSURANCE F25

A. Certification F21
B. Third-Party Inspections..... F21
C. Noncompliance F22
8. TRAINING REQUIREMENTS F23
9. LEVERAGING ACTIVITIES..... F24
10. ATTACHMENTS TO THE CONTRACT B16
A. ATTACHMENT I, 2007 DOE DISASTER RELIEF PLAN

EXHIBIT G - DEFINITIONS..... G1

EXHIBIT H - CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, STD. FORM LLL H1

EXHIBIT I – ANNUAL HEATING AND COOLING DEGREE DAYS I1

State of California
Department of Community Services and Development
FY 2007 DOE Allocation
Administration and Training & Technical Assistance

	County/Service Area	1 Total Allocation	2 Carryover	3 New Funding (1-2)	4 Allowable Admin* (3*5%)	5 Allowable T&TA 3%
	Alameda Co.					
1	Area A - City of Berkeley	23,197	603	22,594	1,130	574
2	Area B - Spectrum Community Services, Inc.	170,187	896	169,291	8,465	4,298
3	Amador/Tuolumne Service Area - Amador-Tuolumne CAA					
	Amador	8,735	0	8,735	437	222
	Calaveras	11,838	346	11,492	575	292
	Tuolumne	16,297	0	16,297	815	414
	Service Area Total	36,870	346	36,524	1,827	928
4	Butte Co. - CAA of Butte County, Inc.	61,466	1,576	59,890	2,995	1,521
5	Colusa Service Area - Glenn Co. Human Resource Agency					
	Colusa	6,463	0	6,463	323	164
	Glenn	9,466	0	9,466	473	240
	Trinity	7,432	0	7,432	372	189
	Service Area Total	23,361	0	23,361	1,168	593
6	Contra Costa Co. - Contra Costa Co. Community Services Dept.	114,082	475	113,607	5,680	2,885
7	Del Norte Co. - Del Norte Senior Center	15,033	0	15,033	752	382
8	El Dorado Service Area - El Dorado Co. Dept. of Human Services					
	Alpine	1,375	0	1,375	69	35
	El Dorado	50,427	0	50,427	2,521	1,280
	Service Area Total	51,802	0	51,802	2,590	1,315
9	Fresno Co. Fresno Co. EOC	259,119	6,540	252,579	12,629	6,413
10	Humboldt Co. - Redwood CAA	54,746	0	54,746	2,737	1,390
11	Imperial Service Area - Campesinos Unidos, Inc.					
	Imperial	22,760	593	22,167	1,108	563
	San Diego - Area A	175,639	0	175,639	8,782	4,460
	Service Area Total	198,399	593	197,806	9,890	5,023
12	Inyo Service Area - IMACA, Inc.					
	Inyo	8,374	286	8,088	404	205
	Mono	8,541	255	8,286	414	210
	Service Area Total	16,915	541	16,374	818	415
13	Kern Co. - CAP of Kern	180,306	4,381	175,925	8,796	4,467
14	Kings Co. - Kings Community Action Organization, Inc.	34,397	0	34,397	1,720	873
15	Lake Service Area - North Coast Energy Services					
	Lake	36,874	916	35,958	1,798	913
	Marin	24,390	0	24,390	1,220	619
	Mendocino	36,317	979	35,338	1,767	897
	Napa	17,541	0	17,541	877	445
	Solano	46,935	0	46,935	2,347	1,192
	Sonoma	58,525	0	58,525	2,926	1,486
	Yolo	43,325	0	43,325	2,166	1,100
	Service Area Total	263,907	1,895	262,012	13,101	6,652
16	Lassen Co. - Lassen Economic Development Corporation	16,610	278	16,332	817	415
	Los Angeles Co.					
17	Area A - CES	312,696	7,432	305,264	15,263	7,751
18	Area B - Maravilla	300,659	8,242	292,417	14,621	7,425
19	Area C - Pace	261,231	0	261,231	13,062	6,633
20	Area D - VICS, Inc.	371,000	9,144	361,856	18,088	9,185
21	Mariposa Co. - Mariposa Co. Dept. of Human Services	8,052	232	7,820	391	199

State of California
Department of Community Services and Development
FY 2007 DOE Allocation
Administration and Training & Technical Assistance

	County/Service Area	1 Total Allocation	2 Carryover	3 New Funding (1-2)	4 Allowable Admin* (3*5%)	5 Allowable T&TA 3%
22	Merced Service Area - Merced Co. CAA					
	Madera	34,432	1,058	33,374	1,669	847
	Merced	64,252	0	64,252	3,213	1,631
	Service Area Total	98,684	1,058	97,626	4,882	2,478
23	Nevada Co. - Nevada Co. Dept. of Housing & Community Services	26,283	777	25,506	1,275	648
24	Orange Co. - CAP of Orange Co.	223,690	0	223,690	11,185	5,680
25	Placer Co. - Project Go, Inc.	43,632	213	43,419	2,171	1,102
26	Plumas Service Area - Plumas Co. CDC					
	Plumas	14,502	0	14,502	725	368
	Sierra	2,015	0	2,015	101	51
	Service Area Total	16,517	0	16,517	826	419
27	Modoc Co. - Plumas Co. CDC	7,793	0	7,793	390	198
28	Riverside Co. - CAP of Riverside Co.	216,671	6,080	210,591	10,530	5,347
29	Sacramento Service Area - CRP, Inc.					
	Sacramento	261,571	0	261,571	13,079	6,641
	Sutter	21,285	509	20,776	1,039	528
	Yuba	22,396	0	22,396	1,120	569
	Service Area Total	305,252	509	304,743	15,238	7,738
30	San Bernardino Co. - CAP of San Bernardino Co.	276,716	7,151	269,565	13,478	6,844
31	San Diego Co. - Area B - MAAC	100,549	0	100,549	5,027	2,553
32	San Francisco Co. - EOC of San Francisco	148,538	10,591	137,947	6,897	3,503
33	San Joaquin Co. - Dept. of Aging, Children's & Community Services	142,449	2,277	140,172	7,009	3,559
34	San Luis Obispo - EOC of San Luis Obispo Co.	38,861	0	38,861	1,943	987
35	San Mateo - CAA of San Mateo Co., Inc.	67,568	0	67,568	3,378	1,716
36	Santa Barbara Co. - CAC of Santa Barbara Co.	70,260	0	70,260	3,513	1,784
37	Santa Clara Co. - ESO, Inc.**	0	0	0	0	0
38	Santa Cruz Service Area - Central Coast Energy Services					
	Monterey	82,771	0	82,771	4,139	2,102
	San Benito	7,415	181	7,234	362	184
	Santa Cruz	50,451	0	50,451	2,523	1,281
	Service Area Total	140,637	181	140,456	7,024	3,567
39	Shasta/Tehama Service Area - SHHIP, Inc.					
	Shasta	61,124	1,496	59,628	2,981	1,514
	Tehama	21,213	618	20,595	1,030	523
	Service Area Total	82,337	2,114	80,223	4,011	2,037
40	Siskiyou Co. - Great Northern Corporation	36,783	1,019	35,764	1,788	908
41	Stanislaus Co. - CVOC, Inc.	94,587	0	94,587	4,729	2,402
42	Tulare Co. - CSET, Inc.	138,746	3,273	135,473	6,774	3,440
43	Ventura Co. - Community Action of Ventura Co., Inc.	72,096	0	72,096	3,605	1,831
	TOTALS	5,122,684	78,417	5,044,267	252,213	128,078

* Administration can only be calculated on new funding for 2007.
** ESO, Inc. contract cancelled and allocation redistributed among all other agencies.

EXHIBIT A, ATTACHMENT I
ZIP CODE CROSS-REFERENCE
April 2007

COMMUNITY ENHANCEMENT SERVICES							MARAVILLA FOUNDATION				
90024	90263	91203	91334	91402	91608		90004	91006	91110	91510	93585
90025	90264	91204	91335	91403	91609		90005	91007	91114	91754	93586
90027	90265	91205	91337	91404	91610		90010	91009	91115	91755	93590
90028	90272	91206	91340	91405	91614		90016	91010	91116	91775	93591
90029	90290	91207	91341	91406	91615		90018	91011	91117	91776	
90036	90291	91208	91342	91407	91616		90019	91012	91118	91778	
90038	90292	91209	91343	91408	91617		90020	91016	91214	91801	
90039	90293	91210	91344	91409			90022	91017	91221	91802	
90046	90294	91301	91345	91410			90023	91020	91222	91803	
90048	90295	91302	91346	91411			90026	91021	91224	91804	
90049	90296	91303	91352	91412			90031	91023	91225	91841	
90056	90401	91304	91353	91413			90032	91024	91226	91896	
90064	90402	91305	91356	91416			90033	91025	91310	91899	
90066	90403	91306	91357	91423			90034	91030	91321	93243	
90067	90404	91307	91361	91426			90035	91031	91322	93510	
90068	90405	91308	91362	91436			90040	91046	91350	93532	
90069	90406	91309	91364	91501			90041	91066	91351	93534	
90077	90407	91311	91365	91502			90042	91076	91354	93535	
*90094	90408	91312	91366	91503			90058	91077	91355	93536	
90209	90409	91313	91367	91504			90063	91101	91380	93539	
90210	90410	91316	91372	91505			90065	91102	91381	93543	
90211	90411	91324	91376	91506			90201	91103	91382	93544	
90212	91040	91325	91392	91521			90202	91104	91383	93550	
90213	91041	91326	91393	91522			90270	91105	91384	93551	
*90230	91042	91327	91394	91523			90640	91106	91385	93552	
90231	91043	91328	91395	91605			91001	91107	91386	93553	
90232	91201	91331	91396	91606			91002	91108	91507	93563	
90233	91202	91333	91401	91607			91003	91109	91508	93584	

CHANGES: * ZIP Code added

EXHIBIT A, ATTACHMENT I
ZIP CODE CROSS-REFERENCE
April 2007

Pacific Asian Consortium in Employment				**Veterans in Community Services, Inc.**						**** Los Angeles County ZIP Codes Serviced by the Orange County CAA**
90001	90060	90307		90239	90670	90807	91722	91792		90631
90002	90061	90308		90240	90671	90808	91723	91793		90632
90003	90062	90309		90241	90701	90809	91724			90633
90006	*90071	90310		90242	90702	90810	91731			
90007	90220	90311		90255	90703	90813	91732			
90008	90221	90312		90262	90704	90814	91733			
90009	90222	90501		90274	90706	90815	91734			
90011	90223	90502		90275	90707	90822	91740			
90012	90224	90503		90280	90710	90823	91741			
90013	90245	90504		90601	90711	90831	91744			
90014	90247	90505		90602	90712	90832	91745			
90015	90248	90506		90603	90713	90833	91746			
90017	90249	90507		90604	90714	90834	91747			
90021	90250	90508		90605	90715	90835	91748			
90030	90251	90509		90606	90716	90840	91749			
90037	90254	90510		90607	90717	90842	91750			
90043	90260	90723		90608	90731	90844	91765			
90044	90261	90745		90609	90732	90845	91766			
90045	90266	90746		90610	90733	90846	91767			
90047	90267	90747		90631	90734	90847	91768			
90050	90277	90749		90637	90744	90848	91769			
90051	90278			90638	90748	90853	91770			
90052	90301			90650	90801	91702	91773			
90053	90302			90651	90802	91706	91780			
90054	90303			90652	90803	91711	91788			
90055	90304			90660	* 90804	91714	91789			
90057	90305			90661	90805	91715	91790			
90059	90306			90662	90806	91716	91791			

CHANGES: * ZIP Code added

** Orange County residents are serviced by Community Action Partnership of Orange County. All other residents are referred to the appropriate local service provider.

EXHIBIT A, ATTACHMENT I
ZIP CODE CROSS-REFERENCE
April 2007

San Diego - Area B			San Diego-Imperial Service Area - Area A	
Metropolitan Area Advisory Committee			**Campesinos Unidos, Inc.**	
91901	92113		91941	92101
91902	92114		91942	92102
91905	92135		91945	92103
91906	92139		92003	92104
91910	92154		92004	92105
91911	92173		92007	92106
91913			92008	92107
91915			92024	92108
91916			92025	92109
91931			92026	92110
91932			92027	92111
91934			92028	92112
91935			92036	92115
91947			92037	92116
91948			92054	92117
91950			92055	92118
91963			92056	92119
91977			92059	92120
91978			92060	92121
91980			92061	92122
92009			92064	92123
92014			92065	92124
92019			92067	92126
92020			92068	92127
92021			92069	92128
92022			92070	92129
92040			92075	92130
92053			92082	92131
92066			92083	92133
92071			92084	92137
92079			92086	92145

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide Weatherization (WX) assistance to eligible participants residing in the service area described in Exhibit A, Section 2., pursuant to Title 42 of the United States Code (U.S.C) Section 6861 et seq., as amended, and 10 Code of Federal Regulations (CFR), Part 440, as amended, the Department of Energy Weatherization Assistance Program (DOE WAP) for low-income persons.

2. The services shall be performed in the following service area:

3. Send all correspondence and fiscal and programmatic reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations
Address:	700 North 10th Street, Room 258
	Sacramento, CA 95814
Phone:	(916) 341-4200
Fax:	(916) 327-3153

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCIES

A. State Budget Contingency

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

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

B. Federal Budget Contingency

1) It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2) This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the fiscal year 2007 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4) The Department has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

5) The State shall authorize expenditures of funds under this Agreement based on the Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.

6) It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program or appropriates additional funds, this Agreement shall be amended to reflect any increase in funds.

2. BUDGET GUIDELINES

A. Advance Payments

1) Upon written request by the Contractor, the State may issue one working capital advance in an amount not to exceed 25 percent (%) of the total amount of this Agreement. Contractor shall submit an advance payment request on agency letterhead or on the appropriate CSD DOE EARS reporting forms.

2) In the event this Agreement is amended to increase the consideration of this Agreement, a subsequent advance payment plus any previous advances already allowed shall not exceed 25% of the total amount of this Agreement. Subsequent advance payments may be authorized by the State if Contractor requests such an advance payment on agency letterhead or on the appropriate CSD DOE EARS reporting forms. The need for such additional advance payment shall be based upon a review of Contractor's cash flow status as recorded on Contractor's current monthly expenditure report(s).

3) The State will initiate repayment process of advance funds beginning with the seventh monthly reporting period of the contract term and ending with the tenth month of the contract term period, or whenever 75% of the total amount of this Agreement has been expended. The State shall begin applying approved expenditures to the outstanding advance balance, thereby offsetting any subsequent reimbursements. The State shall determine amounts to be offset by applying the balance of the advance equally into the remaining expenditure reporting periods. An exception may occur if the expenditure reports submitted are less than the applied settlement formula (as described in this section). In that case, the State shall apply the entire reimbursement amounts against the outstanding advance balance.

B. Subsequent Payments

Subsequent payments to Contractor shall be contingent upon receipt by the State of the monthly reimbursement and activity reports. If Contractor owes CSD any

outstanding balances for overpayments of any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

3. ALLOWABLE COSTS

A. Cost Reporting

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

B. Administrative

1) General

a. Administrative costs shall not exceed the amounts as set forth in the project funding page. 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 costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

c. Contractors funded at less than $350,000 may request an additional five percent (5%) by submitting the DOE Application for Additional Administrative Funds (CSD 574).

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

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

4) Travel

Travel and per diem costs related to the participation and attendance at policy advisory committees and work groups will be reimbursed as an administrative cost.

EXHIBIT B
(Standard Agreement)

C. Program Costs

1) General

Program costs are all allowable costs other than Administrative Costs. Program costs include those costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the State for the purpose of delivering services. Allowable costs shall be as set forth in Title 10, Code of Federal Regulations, Section 440.18(c).

2) Outreach

Outreach shall include those costs associated with outreach, its related services, liability insurance, vehicle equipment, and training.

3) Intake

Intake costs shall include, but are not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

4) Client Education/Counseling Services

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

5) Direct Program Activities

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

6) Workers Compensation

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

7) Liability Insurance

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

8) Vehicle Insurance

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

9) Training

a. Training and technical assistance shall not exceed the cost as set forth in the project funding page and shall be reimbursed at actual cost.

b. Associated training and technical assistance costs may include costs related to: travel, admission, materials, and actual salaries/wages. On-the-job training is not reimbursable when the labor hours associated with the training are charged to a Weatherization measure for reimbursement.

c. Training and technical assistance shall include costs associated with the completion of Weatherization-related training such as: Lead-Safe Weatherization Training, Basic Weatherization Training, Environmental Hazardous Training, Blower Door Diagnostic Training, and Combustion Appliance Safety Training. Training may also include internal Contractor training, safety training, attendance of weatherization-related training, and/or workshops sponsored by utility companies, DOE, CSD, and/or other organizations offering a component of weatherization training.

10) Vehicle and Equipment

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

4. <u>REIMBURSEMENT GUIDELINES</u>

A. Weatherization

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

EXHIBIT B
(Standard Agreement)

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

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

3) Maximum Reimbursements

a. Contractor shall be entitled to obtain a maximum average reimbursement of $2,885 per dwelling unit weatherized for applying the conservation measures and activities described in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT III, Reimbursement Rates for Weatherization Activities.

b. In the event that the Governor declares a State of Emergency or Local Emergency under Article 13 or 14 of the Emergency Services Act or any federal official declares an emergency pursuant to 42 USC 8622(1), the maximum average reimbursement shall be $3,318 per dwelling unit.

c. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

d. Group Homes

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

e. Temporary Shelters/Homeless Individuals

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

4) Measure Reimbursement

a. General

i. Reimbursement for Weatherization shall be claimed only once when LIHEAP and DOE WAP, or any other funding source, are used concurrently in the same unit.

ii. Contractor may divide the material cost of a single-measure between LIHEAP, DOE, or other CSD program, when the single-measure in question is installed in a dwelling where Weatherization services are provided concurrently under these programs.

b. Measure Maximums

i. For those Weatherization measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor hours of Weatherization crew members at the approved labor rate and the actual cost of the materials up to the maximum rate.

ii. Weatherization measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or to minor envelope repair.

iii. No other CSD program can be used to offset those costs that exceed the maximum for any measure charged under another CSD program.

iv. When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain from their field representative, on a case-by-case basis, prior written approval to exceed the maximum or the measure shall be deferred, at the Contractor's option, due to the additional costs.

c. Fixed Fee Measures

For dwellings where DOE and LIHEAP Weatherization services are provided concurrently, Contractor shall not divide the reimbursement of a DOE fixed-fee reimbursable measure with LIHEAP or any other CSD program.

d. Assessments and Diagnostics

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

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

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

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

v. Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

5) Labor Reimbursement

a. Contractor shall use the approved labor rate for all Weatherization crew labor expenses related to the direct delivery of Weatherization services. The approved labor rate includes travel time, down time, supervision, inspection, support staff hours, and related operating expenses; therefore, Contractor shall not bill additional labor hours for these costs.

b. Contractor must be able to substantiate all actual labor hours and labor costs charged.

c. Contractor shall not divide the labor costs associated with the installation of a single measure among LIHEAP, DOE, or another CSD program.

d. If Contractor compensates Weatherization crew members using piecework as an alternative to hourly wages or salaries, Contractor shall contact CSD for instructions prior to commencing with services for the current program year.

e. Actual Labor Hours

i. For measures that are not reimbursed by fixed fees, Contractor shall bill the number of actual labor hours associated with the installation of Weatherization measures for the time spent at the job site.

ii. Contractor shall bill the actual labor hours incurred by Weatherization crew members or other personnel associated with the direct facilitation of the disposal of appliances, the procurement of permits, and services performed by a Home Energy Rating System (HERS) Program Rater.

f. Other Labor

i. Labor hours for other personnel are billable only if there are no billable hours for Weatherization crew members for these services. The approved labor rate will be allowable for Weatherization crew members only.

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

iii. When the installation of a measure is subcontracted and there are billable labor hours for Weatherization crew members who share in the installation of that subcontracted measure, Contractor shall bill, in addition to the subcontracted expenditure, the actual labor hours incurred by crew members at the approved labor rate.

6) Heating and Cooling Appliance Repair and Replacement

a. If during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to more than 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.

b. Dwellings in which a single appliance has been both repaired and replaced within Weatherization; or under a reweatherization call-back, 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.

c. 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.

7) Other Program Reimbursements

a. Permit and Disposal Fees

Permit and disposal fees are acceptable expenses and may be charged only once to LIHEAP Weatherization, LIHEAP ECIP HCS, or Department of Energy (DOE) Weatherization, per appliance or weatherization measure, per weatherized dwelling. Permit and disposal fee reimbursement does include crew member staff time and will be reimbursed based on the actual cost of the fee and actual labor hours.

b. Travel

Contractor shall be credited one round trip travel surcharge for any one dwelling weatherized. Contractor may claim mileage reimbursement for travel to Single Family Dwelling (SFD) and Multi-Unit Dwelling (MUD) Units in which travel exceeds a distance of 30 miles (one way) from Contractor's material storage site or headquarters. Contractor shall maintain records and source documentation in such a manner to substantiate mileage

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

i. Single Family Dwelling (SFD

(1) Contractor may claim one travel surcharge equivalent to one (1) labor hour for each completed, weatherized SFD Unit.

(2) For SFD Units in excess of 30 miles (one way) from Contractor's material storage or headquarters, Contractor may claim mileage in addition to the SFD travel surcharge for each completed, weatherized SFD Unit. Contractor may claim mileage at a rate of $0.77 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a single round trip, per completed SFD Unit; and Contractor may only claim the travel surcharge, fuel surcharge, and mileage reimbursement upon the completion of the SFD Unit.

ii. Multi-Unit Dwelling

(1) Contractor may claim one MUD travel surcharge of $3.00 for each completed, individual, weatherized unit within a MUD complex.

(2) For MUD Units in excess of 30 miles (one way) from Contractor's material storage or headquarters, Contractor may claim mileage in addition to the MUD travel surcharge. Contractor may claim mileage at a rate of $0.77 per mile for each mile in excess of 30 miles (one way) or 60 miles round trip. Mileage reimbursement is limited to a single round trip per day, for travel to a MUD regardless of the number of individual completed units.

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

c. Overhead

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

d. Clearance Inspections

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

8) Dwelling Status

a. Completed Units

i. Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed and completed. Contractor shall not bill for incomplete units or prematurely close a unit with outstanding measures in order to receive reimbursement for work completed.

ii. Contractor shall not report a dwelling as weatherized nor request reimbursement prior to the quality assurance certification confirming quality and completeness of work performed upon weatherized dwellings.

b. Unweatherized Dwellings

i. Contractor may claim reimbursement for outreach and intake for each eligible unit not previously weatherized. Additionally, Contractor will be allowed to claim reimbursement when a safety check of combustion appliances reveals safety hazards that preclude installation of measures.

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

c. Reweatherized Dwellings

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

d. Leveraged Units

Contractor may perform services and install energy conservation measures as per this Agreement and as per other energy programs concurrently in the same dwelling as feasible and in the best interest of the client; however:

i. Contractor may not claim reimbursement for the same services performed and energy conservation measures(s) installed from more that one funding source.

ii. Contractor may not split Fixed-Fee measures under DOE with any other funding source.

iii. Contractor may not split DOE labor fees associated with a single measure with any other funding source.

iv. Contractor may claim reimbursement for outreach and intake only once when DOE and LIHEAP funds are used concurrently in the same unit.

9) Health and Safety

a. Contractor shall apply no more than 25 percent of the total program operations funds expended toward mitigating health and safety hazards.

B. Disaster Relief

Contractor may claim reimbursement for approved services for qualified disaster victims in accordance with the EXHIBIT F, ATTACHMENT I, DISASTER RELIEF PLAN.

5. REPORTING REQUIREMENTS

A. Monthly Reports

1) DOE Monthly Weatherization Reimbursement/Activity Report (CSD 571)

a. Contractor shall complete and submit to the State, Contractor's expenditures and activities for Weatherization. Contractor shall ensure that the report is submitted to CSD by entry onto the web-based, Expenditure Activity Reporting System (EARS) and received by the State on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.

b. For disaster-related expenditures, Contractor shall contact CSD for invoicing instructions.

c. All adjustments, if any, must be submitted through EARS under the report period in which the expenditures occurred.

2) DOE Annual Training and Technical Assistance Report (CSD 524)

a. Contractor shall submit information regarding training and technical assistance as well as group client education/counseling activities on an annual basis on the DOE Annual Training and

Technical Assistance Report (CSD 524) to the State on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditures. The report shall cover the contract period of July 1, 2007 through April 30, 2008 and is due May 15, 2008.

3) DOE Annual Leveraging Report (CSD 523)

b. Contractor shall submit information regarding leveraging activities on an annual basis on the DOE Annual Leveraging Report (CSD 523) to the State on or before the fifteenth calendar day following the reporting period, irrespective of the level of activity or amount of expenditures. The report shall cover the contract period of July 1, 2007 through April 30, 2008 and is due May 15, 2008.

B. CSD Review

1) The State shall review Contractor's monthly reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement.

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

C. Close-out Report

1) Contractor shall submit, on the appropriate CSD forms, a close-out report and return all unexpended funds to the State within 90 calendar days after expiration of this Agreement.

a. Administrative, health and safety, and training and technical assistance costs shall not exceed the maximum allowable amounts. Administrative and health and safety costs shall remain proportionate to the cumulative allowable program expenditures.

b. Any administrative, health and safety, and training and technical assistance costs that exceed these limits shall be disallowed.

c. Subsequent payments for DOE or other CSD contracts shall also be contingent upon timely receipt of the close-out report of this Agreement.

EXHIBIT B
(Standard Agreement)

2) The close-out report shall include the following forms and be available on CSD's "Contractor's Only" website:

a. 2007 DOE Close-Out Checklist (CSD 720);

b. 2007 DOE Close-Out Equipment Inventory Schedule (CSD 720D); and

c. 2007 DOE Close-Out Reconciliation Report (CSD 720E).

3) Unexpended Funds

a. Contractor shall use the 2007 DOE Close-Out Reconciliation Report (CSD 720E) to reconcile and report actual costs, interest earned, and reimbursements and advance payments received.

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

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

6. ATTACHMENTS TO THE CONTRACT

The following attachments to this exhibit are hereby attached to this Amendment and are hereby incorporated by this reference:

A. ATTACHMENT I 2007 DOE WEATHERIZATION BUDGET (CSD 570);

B. ATTACHMENT II 2007 DOE WEATHERIZATION PRIORITY PLAN (CSD 793); and

C. ATTACHMENT III REIMBURSEMENT RATES FOR WEATHERIZATION ACTIVITIES.

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSD 570 (Rev. 04/27/07)

EXHIBIT B - ATTACHMENT I
2007 DOE WEATHERIZATION BUDGET

Contractor Name:	Contract Number:	Telephone Number:
Class "B" Contractor's License No.:	Name on License:	Expiration Date:
Prepared By (Print Name/Title):	E-mail Address:	Fax Number:

10 - ADMINISTRATIVE COSTS		
1.	Administrative Costs (Not to exceed allocated amount)	$
20 - PROGRAM COSTS		
2	Client Education	$
3	Direct Program Activities	
4	Health and Safety (Not to exceed 25% of the total of Lines 8 & 12)	
5	Intake	
6	Liability Insurance	
7	Outreach	
8	Training and Technical Assistance (Not to exceed allocated amount)	
9	Vehicle and Equipment (Acquisition costs)	
10	Vehicle Insurance	
11	Workers' Compensation	
12	**TOTAL PROGRAM COSTS (Total of Lines 2-11)**	$
30 - TOTAL COSTS (Total of Lines 1 & 12)		$
40 - TOTAL HOUSEHOLDS		#
50 - APPROVED LABOR RATE		$

INSTRUCTIONS
EXHIBIT B – ATTACHMENT I
DOE WEATHERIZATION PROGRAM BUDGET
CSD 570 (Rev. 04/27/07)

SECTION 10 – ADMINISTRATIVE COSTS

Line 1 – Administrative Costs - Enter the amount of funds allocated for all Administrative Costs. Administrative costs include salaries, wages, workers compensation, and fringe benefits for administrative staff, accounting, facilities, office equipment and supplies, telephone, travel, utilities and other administrative costs related to activities subject to DOE program rules.

Note: In calculating the allowable administrative costs, any carryover funds allocated from a previous program year CANNOT be used in calculating the allowable administrative costs. Administrative costs are limited to new funding only. Calculate the percentage of total Administrative Costs to the Contract Amount EXCLUDING ANY CARRYOVER AMOUNTS ALLOCATED TO YOUR AGENCY. The total of Administrative Costs is limited to five percent (5%) of the contract budget (new funding only). (See CSD 574 to apply for additional administrative funds.)

SECTION 20 – PROGRAM COSTS

Line 2 – Client Education – Enter the amount of funds allocated for client education subject to DOE program rules.

Line 3 – Direct Program Activities – Enter the amount of funds allocated for Direct Program Activities subject to DOE program rules. Include costs associated with the installation of measures including labor, materials, subcontractors, disposal fees, permits, and travel. Do not include health and safety measures and lead-safe weatherization.

Line 4 - Health and Safety - Enter the amount of funds allocated for health and safety labor and materials including lead-safe weatherization subject to DOE program rules. Health and safety labor and materials are limited to 25 percent of Program Costs (Sections 20). Calculate the percentage of the total health and safety to the total Program Costs (Section 20) by dividing line 4 by line12.

Line 5 – Intake – Enter the amount of funds allocated for Intake activities.

Line 6 - Liability Insurance - Enter the amount of funds allocated for insurance bonds, general liability and pollution occurrence insurance. Do not include vehicle insurance in accordance with DOE program rules.

Line 7 – Outreach – Enter the amount of funds allocated for Outreach activities.

Line 8 - Training and Technical Assistance - Enter the amount of funds allocated for training and technical assistance subject to DOE program rules. The funds allocated cannot exceed the amount as provided by CSD.

Line 9 - Vehicles and Equipment (Acquisition Costs) - Enter the acquisition (actual cost to purchase) vehicle and equipment costs. These are purchases that are over $5,000. Vehicle purchases need prior approval from CSD.

Line 10 – Vehicle Insurance – Enter the amount of funds allocated for insurance for weatherization vehicles.

Line 11 – Workers' Compensation – Enter the amount of funds allocated for Workers' Compensation for program staff. Do not include workers' compensation for salaries allocated to administrative costs.

Line 12 - Total Other Program Costs - Enter the sum of Lines 2 through 11.

Note: The total Program Costs shall not be less than 95% of the total Contract Amount unless additional administrative funds have been applied for. (See CSD 574 to apply for additional administrative funds.)

SECTION 30 – TOTAL COSTS

Enter the sum of Lines 1 and 12. Verify the total allocation as provided by CSD.

SECTION 40 – TOTAL HOUSEHOLDS

Enter the number of households projected to be weatherized during the 2007 Program Year.

SECTION 50 – APPROVED LABOR RATE

Enter the contractor approved labor rate as approved by CSD.

EXHIBIT B - ATTACHMENT II
2007 DOE WEATHERIZATION PRIORITY PLAN NARRATIVE

Contractor:		Contract Number:	
Prepared By (Print Name/Title):	E-Mail Address:	Telephone Number:	Fax Number:

PRIORITY PLAN NARRATIVE INSTRUCTIONS

The DOE Weatherization Priority Plan Narrative should be structured to be consistent with the goals identified in Exhibit B, Attachment I, CSD 570, DOE Weatherization Budget, Section 55. Please describe how you will select dwellings to be weatherized, and describe the outreach methods to be utilized to assure that eligible households are made aware of the services through the DOE WAP program or any similar energy-related assistance program.

Refer to Exhibit F. Section(s): 1. Outreach, Intake., 2. Client Education/Counseling Activities, and 3. Applicant Eligibilty and Service Priority which outline the service priorities for DOE WAP.

PRIORITY PLAN NARRATIVE

EXHIBIT B
(Standard Agreement)

ATTACHMENT III: REIMBURSEMENT RATES FOR WEATHERIZATION ACTIVITIES

1. REIMBURSEMENT RATES FOR WEATHERIZATION ACTIVITIES

A. Assessments/Diagnostics per Dwelling

Following the performance of all applicable dwelling assessment and diagnostic testing, all feasible Health and Safety Measures, Mandatory Measures and Priority List Measures must be installed before Optional Measures are provided.

1)	Unit Assessment	
	Units with attics	$65.00 [1]
	Units without attics	$40.00 [1]
2)	Combustion Appliance Safety Test	
	Pre-Test	$70.00
	Post-Test	$40.00
3)	Blower Door Test	$75.00 [2]
4)	Duct Leakage Test (with Duct Blaster only)	
	Pre-Test	$60.00 [3]
	Post-Test	$50.00 [3]

B. Health and Safety Measures per Dwelling

Health or Safety Hazard Repair or Replacement includes the repair of unsafe conditions identified as "Required Repairs" in the CSD Weatherization Installation Standards (WIS) and Combustion Appliance Safety Inspection Form (CASIF). Indicate on the Weatherization Building Assessment and Job Order Sheet, CSD 540, or Contractor's equivalent, that health or safety conditions are addressed.

1)	Carbon Monoxide Alarm, per dwelling	
	Line-cord or Hard-wired, one or more	Maximum $189.00 [4]
	Lithium Battery, one or more	Maximum $135.00 [4]
2)	Gas and Electric Cooking Appliance, per dwelling	
	Repair and Maintenance, Gas and Electric	Maximum $348.00 [5, 6, 7] or 50% of replacement
	Replacement, Gas and Electric Range or Cook Top	Maximum $695.00 [5, 6, 7]
3)	Gas Water Heater, per dwelling	
	Repair	Maximum $490.00 [5, 6, 7] or 50% of replacement
	Replacement, Closed Combustion	Maximum $980.00 [5, 6, 7]

EXHIBIT B
(Standard Agreement)

	Replacement, Open Combustion	Maximum $980.00 [5, 6, 7]
4)	Heating Source Repair, per dwelling	
	Exterior Wall Direct Vent Furnace	Maximum $540.00 [5, 6, 7, 8]
	Forced Air Unit (FAU), Split System	Maximum $1044.00 [5, 6, 7, 8]
	Floor Furnace	Maximum $621.00 [5, 6, 7, 8]
	Interior Wall Furnace	Maximum $792.00 [5, 6, 7, 8]
	Mobile Home Furnace	Maximum $742.00 [5, 6, 7, 8]
	Other Types Not Listed	Maximum $1,080.00 [5, 6, 7, 8, 9]
	Package Unit, Dual Pack	Maximum $1,530.00 [5, 6, 7, 8]
	Wood Fueled Appliance	Maximum $1080.00 [5, 6, 7, 11, 12] or 30% of replacement for all heater types
5)	Heating Source Replacement, per dwelling	
	Exterior Wall Direct Vent Furnace	Maximum $1,800.00 [5, 6, 7]
	Forced Air Unit (FAU), Split System	Maximum $3,480.00 [5, 6, 7]
	Floor Furnace	Maximum $2,070.00 [5, 6, 7]
	Interior Wall Furnace	Maximum $2,640.00 [5, 6, 7]
	Mobile Home Furnace	Maximum $2,472.00 [5, 6, 7]
	Other Types Not Listed	Maximum $3,600.00 [5, 6, 7, 9, 10]
	Package Unit, Dual Pack	Maximum $5,100.00 [5, 6, 7]
	Wood-Fueled Appliance	Maximum $3,600.00 [5, 6, 7, 11, 12]

C. Mandatory Measures

Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order. All feasible Mandatory and Priority List Measures must be installed before Optional Measures.

Infiltration Reduction Measures

1)	Caulking, per dwelling	
	Mobile Home	$90.00 [14]
	Multi Unit	$45.00 [14]
	Single Family	$75.00 [14]
2)	Cover Plate Gaskets, per dwelling	$33.00 [14]
3)	Duct and Register Repair/Replacement, per dwelling	Maximum $1,223.00
4)	Glass Replacement, per dwelling	Maximum $350.00 [15]

EXHIBIT B
(Standard Agreement)

5)	Minor Envelope Repair, per dwelling	Maximum of $887.00 [11, 14, 15, 16]
6)	Sliding Glass Door, per dwelling	
	Repair	Maximum $400.00
	Replacement	Maximum $950.00
7)	Weatherstripping, Hinged Exterior Door, per door	$44.00 [14]
8)	Weatherstripping, Other, per linear foot	$2.10 [14, 17]
9)	Window Replacement, per window	Maximum average $825.00 [15]

General Heat Waste Measures

1)	Evaporative Cooler/Air Conditioner Vent Cover, per cover	$66.00 [14]
2)	Hot Water Flow Restrictor, per device	
	Faucet Restrictor	$8.00 [4]
	Hand-Held Low-Flow Showerhead	$35.00 [4]
	Low-Flow Showerhead	$27.00 [4]
3)	Water Heater Blanket, per blanket	$40.00 [4]
4)	Water Heater Pipe Wrap, per linear foot of pipe	$3.90 [4]

Priority List Measures

Contractor shall install all Priority List Measures where feasible in site-built single family dwellings and multi-unit dwellings with less than five units.

1)	Attic Venting, per dwelling - DOE Zones 4 & 5 In conjunction with ceiling insulation only	Maximum $355.00 [4, 13]
2)	Ceiling Insulation - DOE Zones 4 & 5 R-11, R19, R30, R38	No maximum limit [4]
3)	Duct Insulation, per square foot If required by Title 24 – All applicable CEC Zones	$0.95 [4]
4)	Cooling Source Repair Evaporative Cooler, per dwelling - DOE Zone 5 only	Maximum $550.00 [4, 5, 6, 8, 18]

EXHIBIT B
(Standard Agreement)

5)	Cooling Source Replacement	
	Evaporative Cooler Installation, per dwelling - DOE Zone 5 only	
	New Roof Unit	Maximum $1,100.00 [4, 5, 6, 7, 18, 19,22]
	New Wall Unit	Maximum $850.00 [4, 5, 6, 7, 18, 19, 22]
	New Window Unit	Maximum $936.00 [4, 5, 6, 7, 18, 19, 22]
	Existing Roof Unit	Maximum $1,020.00 [4, 5, 6, 7, 18, 19,22]
	Existing Wall Unit	Maximum $786.00 [4, 5, 6, 7, 18, 19, 22]
	Existing Window Unit	Maximum $786.00 [4, 5, 6, 7, 18, 19, 22]
6)	Floor Foundation Venting, per dwelling	Maximum $360.00 [4, 13]
	In conjunction with floor insulation only	
7)	Floor Insulation - DOE Zone 4 only	
	Over 36" Clearance, per square foot	$1.15 [4, 20]
	Under 36" Clearance, per square foot	$1.40 [4, 20]
8)	Kneewall Insulation - DOE Zones 4 & 5	
	R-11, R-19	No maximum limit [4]
9)	Storm Windows, per square foot - DOE Zone 5 only	
	Fixed, Glass Glazing	$12.40 [14]
	Fixed, Polycarbonate	$18.40 [14]
	Operable, Glass Glazing	$13.90 [14]
	Operable, Polycarbonate	$21.40 [14]
	Other	$750.00 [14, 22]
10)	Thermostat, per dwelling - DOE Zones 4 & 5	
	Programmable	$157.00 [4, 21, 22]
	Unless required by Title 24 – All Applicable CEC Zones	

Electric Base Load Measures

1)	Compact Fluorescent Lamps	
	Hard-Wired, limit one per dwelling	Maximum $85.00 [4, 22]
	Thread-based Compact	$10.00 per bulb [4, 22]
	Limit ten per dwelling	Maximum $100 per dwelling
2)	Electric Water Heater, per dwelling	
	Repair	Maximum $350.00 [4, 5, 7] or 50% of replacement
	Replacement	Maximum $700.00 [4, 5, 7]
3)	Refrigerator Replacement, per dwelling	
	19 cu. ft. and under	Maximum $1,032.00 [4, 18, 22, 23]

Over 19 cu. ft.	Maximum $1,187.00 [4, 18, 22, 23]

D.	Optional Measures

All of the following Optional Measures shall not be installed unless a NEAT Energy Audit has been performed and the measure has a savings-to-investment ratio (SIR) of 1 or greater.

1)	NEAT Energy Audit	No maximum
2)	Attic Venting, per dwelling – Excludes DOE Zones 4 & 5 In conjunction with ceiling insulation only	Maximum $355.00 [4, 13]
3)	Ceiling Insulation - Excludes DOE Zones 4 & 5 R-11, R19, R-30, R-38	No maximum limit [4]
4)	Duct Insulation, per square foot	$.95 [4]
5)	Cooling Source Repair Air Conditioning, per dwelling Forced Air Unit (FAU), Split System Other Types Not Listed Wall/Window Unit	 Max. $1,320.00 [4, 5, 6, 7, 8, 11, 19] Maximum $250.00 [4, 5, 8, 9] 50% of replacement [4,5,6,7, 8,11,19] or 50% of replacement for all cooler types
6)	Cooling Source Repair Evaporative Cooler Repair and Maintenance, per dwelling - Excludes DOE Zone 5	 Maximum $550.00 [4, 5, 6, 8] or 50% of replacement
7)	Cooling Source Replacement Air Conditioning, per dwelling Forced Air Unit (FAU), Split System Multi-Story 110V Wall Unit Multi-Story 110V Window Unit Single-Story 110V Wall Unit Single-Story 110V Window Unit 220V Wall Unit 220V Window Unit Other Types Not Listed	 Maximum $2,640.00 [4, 5, 6,7,18,19, 22] Maximum $1,194.00 [4, 5, 6, 7, 18,19, 22] Maximum $942.00 [4, 5, 6, 7, 18,19, 22] Maximum $816.00 [4, 5, 6, 7, 18,19, 22] Maximum $624.00 [4, 5, 6, 7, 18,19, 22] Maximum $1,329.00 [4, 5, 6, 7, 18,19, 22] Maximum $1,077.00 [4, 5, 6, 7, 18,19, 22] Maximum $500.00 [4, 5, 9]
8)	Cooling Source Replacement Evaporative Cooler Installation, per dwelling - Excludes DOE Zone New Roof Unit New Wall Unit	 Maximum $1,100.00 [4, 5, 6, 7, 18,19,22] Maximum $850.00 [4, 5, 6, 7, 18,19, 22]

EXHIBIT B
(Standard Agreement)

	New Window Unit	Maximum $936.00 [4, 5, 6, 7, 18,19, 22]
	Existing Roof Unit	Maximum $1,020.00 [4, 5, 6, 7, 18,19, 22]
	Existing Wall Unit	Maximum $786.00 [4, 5, 6, 7, 18,19, 22]
	Existing Window Unit	Maximum $786.00 [4, 5, 6, 7, 18,19, 22]
9)	Electric Water Heater Timer, per timer	$112.00 [4]
10)	Floor Foundation Ventilation, per dwelling	Maximum $360.00 [4, 13]
11)	Floor Insulation – Excludes DOE Zones 4 & 5	
	Over 36" Clearance, per square foot	$1.15 [4, 20]
	Under 36" Clearance, per square foot	$1.40 [4, 20]
12)	Kneewall Insulation - Excludes Zones 4 & 5	
	R-11, R-19	No maximum limit [4]
13)	Shadescreens, per square foot	Maximum $500 [4]
14)	Shutters, per square foot	$6.00 [4]
15)	Storm Windows, per square foot – Excludes DOE Zone 5	
	Fixed, Glass Glazing	$12.40 [14]
	Fixed, Polycarbonate	$18.40 [14]
	Operable, Glass Glazing	$13.90 [14]
	Operable, Polycarbonate	$21.40 [14]
	Other	Maximum $750.00 [14, 22]
16)	Thermostat, per dwelling - Excludes DOE Zones 4 & 5	
	Manual	$65.00 [4, 21, 22]
	Programmable	$157.00 [4, 21, 22]
17)	Tinted Window Film, per square foot	$3.30 [4]
18)	Wall Insulation, Stucco and Wood, per square foot	$1.05 [4]

E. Footnotes

1 Unit assessments are charged for each completed unit in addition to applicable blower and/or duct testing.

2 At a minimum, Contractors must perform Blower Door tests on 20 percent (20%) of weatherized Single-Family Dwellings and five percent (5%) of weatherized Multi-Unit Dwellings.

EXHIBIT B
(Standard Agreement)

3 A duct leakage test using the Duct Blaster is a stand-alone test.

4 If a combustion appliance safety hazard or other unsafe conditions requiring repair is found to exist and cannot be repaired under the scope of the program, Contractor may apply the non-envelope sealing measures identified by this note.

5 May be classified as a Health and Safety Measure if a safety hazard exists. If no safety hazard exists, the measure may be installed as a Priority List Measure, Electric Base Load Measure, or Optional Measure subject to the NEAT Energy Audit.

6 If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater, Oven and Range, and Vented Space Heater), Evaporative Cooler, Central HVAC, and Wood-Fueled Space Heater installations. A copy of the finalized permit must be placed in client's file.

7 Special licensing is required for the installation of Central HVAC systems, Furnace, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven 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.

8 Repairs include cleaning and filter replacement.

9 Costs that exceed the maximums in other categories of cooling and heating repairs and replacements cannot be charged to the line item reserved for Other Types Not Listed.

10 Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.

11 Energy Conservation measures and Activity Definitions are included in the CSD weatherization installation standards, and EXHIBIT G, DEFINITIONS.

12 A wood-fueled space heater may only be installed if it is to be used to replace a fossil-fueled space heater and/or damaged or hazardous wood stove that cannot feasibly be repaired, i.e., cost of repair exceeds 40 percent (40%) of replacement cost or existing unit is not a listed and labeled stove.

13 Per dwelling, attic and floor foundation ventilation may only be performed in conjunction with ceiling and floor insulation, respectively.

14 When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the infiltration is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. (Refer to the Building

EXHIBIT B
(Standard Agreement)

Shell/Blower Door Use sections of the CSD Weatherization Installation Standards.) Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.

15 Costs that exceed the maximums in Glass Replacement cannot be charged to Minor Envelope Repair or Window Replacement. The maximum reimbursement for Window Replacement is an average of all dwellings receiving new windows. If costs should occur such that the average maximum is exceeded for Window Replacements, the additional costs cannot be charged to Minor Envelope Repair or Glass Replacement.

16 When installing a Minor Envelope Repair Measure, the installation of deadbolt locks in conjunction with an exterior door replacement is allowable on rental units only. Reimbursement will be based on the material costs for the door, the deadbolt lock, and the labor.

17 Includes sliding glass doors. Does not include weatherstripping applied to attic and crawl space access hatches, to evaporative-cooler and air-conditioner covers, or to open combustion appliance enclosure doors. Expenditures for weatherstripping applied to covers and enclosure doors shall be charged under the appropriate appliance repair line item. When insulation is not installed, applies to access hatches and windows.

18 Technicians performing evacuation and charging of refrigerant must have EPA-approved certification as a Type II or Universal technician. Refrigerant shall be recovered, and all hazardous waste materials shall be disposed of in conformance with federal, state, and local codes.

19 Electric Base Load Measures: Special training is a mandatory prerequisite for Contractors before performing Evaporative Cooler Installation and Window/Wall Air Conditioner Replacement. Contractor must contact CSD to schedule training.

20 Crawl space height shall be documented on the Weatherization Building Check and Job Order Sheet, CSD 540, or Contractor's equivalent.

21 Manual Thermostats may be installed only is the old thermostat is inoperable, and may be installed in lieu of Programmable Thermostats if it is determined that the client receiving such services will not be able to operate and maintain the Programmable Thermostat properly.

22 Contractors shall ensure the for the proper disposal of hazardous wastes products such as fluorescent light tubes, batteries and mercury thermostats in accordance with the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule.

EXHIBIT B
(Standard Agreement)

23 CSD Policies and Procedures for electric base-load measures states that a replacement refrigerator may be replaced only if it was manufactured in 1992 or earlier. Documentation in the client file shall contain: the manufacturer, make and model of all replaced refrigerators. If the appliance is post-1992 and non-operational, Contractor shall request from CSD, a waiver due to health and safety reasons.

24 May be used by those Contractors that find that the per-square-foot rate under the other storm window categories is too high in comparison to the actual cost of materials within its service area.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.csd.ca.gov.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. TRAVEL AND PER DIEM

   A. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed based on the Contractor's policies and procedures not to exceed federal per diem requirements.

   B. In absence of a travel policy, Contractor shall defer to the rules and regulations established in the California Code of Regulations Sections 599.615 through 599.638 and be reimbursed in accordance with the definitions, terms, and provisions contained therein.

2. CERTIFICATIONS

   A. Contractors' signature affixed hereon shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

      1) Drug-Free Workplace Requirements, Contract Certification Clauses 10/05 (CCC-1005) (GC §8350 et seq.)

      2) National Labor Relations Board Certification (CCC-1005) (PCC §10296)

      3) Expatriate Corporations (CCC-1005) (PCC §10286 AND 10286.1)

      4) Domestic Partners (CCC-1005) (PCC §10295.3)

      4) Contractor Name Change (CCC-1005)

      5) Resolution (CCC-1005)

      6) Air or Water Pollution Violation (CCC-1005) (WC §13301)

      7) Information Integrity and Security (Department of Finance, Budget Letter 04-35). (State Administrative Manual 4840.4, 4841.2 and 4841.3)

   B. Internal Control Certification

      Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for

changes in conditions. The system of internal accounting and administrative control shall include:

1) Segregation of duties appropriate to safeguard state assets;

2) Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;

3) Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4) Established practices to be followed in performance of duties and functions;

5) Personnel of a quality commensurate with their responsibilities; and

6) Effective internal reviews.

3. CONFLICT OF INTEREST

A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. CODES OF CONDUCT

A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to subagreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

EXHIBIT D
(Standard Agreement)

B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a 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 Office of Management and Budget Circular A-110, section 42.

5. CONTRACTOR LICENSING

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and will continue to have an active Class "B" General Building Contractor license, issued in the agency's name/qualifying individual by the Contractors' State License Board (CSLB). Contractor shall notify CSD when any changes in licensing occur. Contractor shall possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers. Special licensing may also be required for the installation and/or repair of Evaporative Coolers, Ovens and Ranges, Vented Space Heaters, Air Conditioning, Gas and Electric Water Heaters, and electrical wiring upgrades and/or replacements.

6. AUDITING STANDARDS AND REPORTS

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the CSD Supplemental Audit Guide. The Supplemental Audit Guide may be accessed at www.csd.ca.gov.

A. Audit Reports

1) Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for nonprofit and public agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, 2007 Revision, as amended.

2) The 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. The audit reports are to be submitted to the following address:

EXHIBIT D
(Standard Agreement)

Department of Community Services and Development
Attention: Audit Services Unit
700 North 10th Street, Room 258
Sacramento, CA 95814

3) Local governmental entities as wells as private , nonprofit contractors shall submit to CSD a copy of the required audit report within nine months ~~of~~ after the end of the Contractor's fiscal year or 30 calendar days after the completion of the audit, whichever is less. Upon written request by the Contractor's CPA, which includes an explanation of why the audit cannot be submitted within nine months of the end of the Contractor's fiscal year, CSD Audit Services Unit may grant an extension for submittal of the audit report not to exceed an additional 30 calendar days from the original due date.

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

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

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

7. SUBCONTRACTS (CSD)

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

A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.

EXHIBIT D
(Standard Agreement)

B. Contractor shall immediately notify subcontractor(s) in writing within five days of such action in the event the State suspends, terminates, and/or makes changes to the services to be performed under this Agreement.

C. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontract(s).

D. Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

E. Contractor shall ensure compliance with the audit requirements as described in EXHIBIT C, GENERAL TERMS AND CONDITIONS, Section 4. AUDIT, and EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 6. AUDIT STANDARDS AND REPORTS, contained within this Agreement.

8. INSURANCE AND FIDELITY BOND

A. General Requirements

1) By execution of this Agreement, Contractor agrees that the below-required insurance policies and bond shall be in effect at all times during the term of this Agreement.

2) Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.

3) In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of

Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.

4) New Certificates of Insurance are subject to review for content and form by CSD.

5) In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.

6) With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement.

7) The issuance of other CSD contracts, to include reimbursement payments, to the Contractor may be contingent upon required current insurance coverage being on file at CSD for this Agreement.

B. Self-Insurance

1) When Contractor is a self-insured governmental entity, the State, upon satisfactory proof, may waive the appropriate insurance requirements upon written certification. An appropriate county or city risk manager shall sign this certification that shall contain assurance of the adequacy of the governmental entity's ability to cover any potential losses under this Agreement.

2) Contractor shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts.

3) In the case that the Contractor’s self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel; stating that no changes have occurred from the last year. This letter is due at the time of contract execution or within 30 days of expiration of insurance.

4) Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that subcontractor(s).

EXHIBIT D
(Standard Agreement)

C. Workers' Compensation Insurance

1) Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

2) Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the Department of Industrial Relations to the State as evidence of compliance with the workers' compensation insurance requirement prior to issuance of an initial cash advance.

D. Fidelity Bond

1) Contractor shall maintain a fidelity bond in the minimum amount of four percent of the total amount of consideration set forth under this Agreement.

2) Contractor shall submit an applicable Certificate of Insurance (ACORD 25) to the State as evidence of compliance with the fidelity bond requirement prior to issuance of an initial cash advance.

E. General Liability Insurance

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

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

F. Vehicle Insurance

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

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

3) Contractor shall submit an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with said vehicle insurance requirements prior to issuance of an initial cash advance.

9. SPECIAL CONDITIONS FOR ENTITIES NOT MEETING TERMS OF THE AGREEMENT

A. Suspension

1) The State may, upon reasonable notice to Contractor or Subcontractor, suspend this Agreement in whole or in part. In the case of Contractor's fraud or gross negligence, suspension without prior notice by the State is permissible.

2) If Contractor has failed to comply with the material terms of this Agreement, the State shall:

a. Notify the Contractor in writing by certified mail or personal service;

b. Specify the effective date of the suspension;

c. Specify the reasons for the suspension and what corrective action is expected;

d. Give a specified period of time in which to take corrective action; and

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

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

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

B. Imposed Special Conditions

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

a. Additional training and technical assistance;

b. Additional reporting requirements; and

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

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

a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;

b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

C. Termination

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

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

D. Lien Rights

The State retains lien rights on all funds advanced.

10. <u>APPEAL PROCESS WHEN SPECIAL CONDITIONS ARE IMPOSED</u>

A. When Special Conditions are imposed, Contractor may submit documentation in opposition and request reconsideration by filing a written statement within five (5) working days after receipt of the Notice of Special Conditions. The written

statement must set forth the issue in dispute, state why the Special Conditions should not be imposed, and provide supporting documentation. The written statement must be mailed, faxed, or hand delivered to:

Department of Community Services and Development
Attention: Energy and Environmental Services Division
700 North Tenth Street, Room 258
Sacramento, CA 95814-0338

1) CSD shall consider and review the documentation presented by the Contractor as well as any showing that the Contractor has adequately corrected the issue(s) leading to imposition of Special Conditions. The Director of the Department of Community Services and Development shall make the final decision regarding the appeal.

2) CSD shall notify the Contractor in writing of CSD's decision regarding the appeal within ten (10) working days from receipt of the written appeal from the Contractor.

3) If, after considering the material presented, CSD concludes that the Contractor failed to show cause why the Special Conditions should not be imposed, the Contractor shall be notified in writing of the decision regarding the denial of their appeal and CSD shall impose the Special Conditions as outlined in the Notice of Special Conditions.

11. AGREEMENT CHANGES

A. Amendment

1) A formal Amendment is required for changes to the term, total cost, scope of work, and formal name changes. No amendment to this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

2) Contractor shall advise the State when proposed changes to the contract also affect the Program Budget.

B. Modifications

1) Changes involving alterations such as changes to projected goals and/or priority plans will be considered modifications.

2) Modifications to projected goals will not be allowed. In the event that projections will not be met, Contract shall provide a description of the

circumstance to the State and shall contact the State for additional instruction.

C. Process

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

2) Exceptions to this requirement include the following:

Modifications to the projected budget(s) that do not affect the maximum amount payable under this contract or the work to be performed within the specific DOE WAP program component and the exceptions provided for in EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 1. PROVISION FOR FEDERALLY FUNDED GRANTS.

12. Special Provisions – Performance-Based Requirements

A. Adequate fiscal performance will be the achievement of one hundred percent (100%) of stated expenditures by January 31, 2008. Achievement of the following expenditure percentages shall occur as follows.

50% by November 2007
100% by April 2008

B. CSD shall review Contractor's achievement of goals each month.

C. At the conclusion of each monthly period of the contract term, CSD shall review Contractor's achievement of goals, and if they are not being achieved, CSD shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an immediate resolution.

D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of non-achievement of goals. The Contractor shall have to meet all goals inclusive to the next one-month period.

E. If, at the conclusion of the August reporting period the Contractor has not achieved 50% of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter negotiations

with the Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the State will redistribute such funds to an eligible performing Contractor within the general geographic region of the Contractor-of-record. In the event a performing Contractor does not exist in the general geographic region, then the State shall reserve the right to redistribute funds to a performing Contractor within the state. If negotiations result in a modified expiration of the contract, EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, SECTION 1. BUDGET, ITEM A. shall prevail.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. PROVISIONS FOR FEDERALLY FUNDED GRANTS

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

   B. Eligibility to Receive Federally Funded Public Benefits

   Pursuant to the 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.

2. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS

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

   1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   2) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and

   4) Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

EXHIBIT E
(Standard Agreement)

3. PROCUREMENT

A. Contract Administration

1) Contractors shall administer this Agreement in accordance with all federal and state rules and regulations governing DOE WAP grants pertaining to procurement, including Office of Management and Budget (OMB) Circulars and amendments thereto, consistent with the general OMB compliance requirement in EXHIBIT B to this Agreement. Contractors shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in OMB Circulars A-102 and A-110 and all additional 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 award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.

3) Contractor assures that all supplies, materials, equipment, or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.

4) In addition to adhering to all OMB requirements and the Contractor's established procedures for all procurement transactions of any amount, for each purchase, lease, or subcontract for any articles, supplies, equipment, or services obtained from vendors or subcontractors where the per-unit cost exceeds $5,000, three competitive quotations shall be obtained or adequate justification documented and maintained as to the absence of bidding. In cases of a 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.

5) To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall comply with one of the following requirements at Contractor's election:

a. Contractor shall submit for CSD's review and approval the written procurement procedures developed pursuant to Section 3. A. 1) above. Upon receipt of the procedures, CSD will review them for substantial conformity with the OMB procurement guidelines and the three-bid requirement in Section 3. A. 4) above. Within thirty (30) days of receipt, CSD will provide either written approval of the procedures or specific recommendations for amendment of the procedures. Approval shall not be withheld unreasonably; or

b. Absent CSD's written approval of the procurement procedures, 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:

i. Any articles, supplies, equipment, or services having a per-unit cost in excess of $5,000; or

ii. Any articles, supplies, or equipment where the total contract amount exceeds $100,000.

6) Noncompliance with any of the provisions in this Section 3 shall result in a disallowance of the costs of the procurement transaction.

7) Contractor assures that it 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.

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. 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 Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

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.

6. PRIORITIZATION OF SERVICES

EXHIBIT E
(Standard Agreement)

A. Contractor assures that Weatherization activities are conducted in accordance with the priority plan(s), EXHIBIT B - ATTACHMENT IV WEATHERIZATION PRIORITY PLANS.

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 priority is given to identifying and providing weatherization assistance to: 1) Elderly persons; (2) Persons with disabilities; (3) Families with children; (4) High residential energy users; and (5) Households with a high energy burden.

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).

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. For detailed explanation, see www.csd.ca.gov.

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

1) Federal and State Occupational Safety and Health Statutes, the California Safe Drinking Water and Toxic Enforcement Act of 1986, the Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule, and Workers' Compensation laws.

2) 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.

EXHIBIT E
(Standard Agreement)

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, EXHIBIT H, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

8. 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 State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the state, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefor.

C. Any duly authorized 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 permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

9. FAIR HEARING PROCESS FOR ALLEGED VIOLATION OF THE CIVIL RIGHTS ACT AGAINST CONTRACTOR

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.

10. FAIR HEARING PROCESS FOR APPLICANTS FOR DENIAL OF BENEFITS BY CONTRACTOR

A. Contractor shall provide all interested individuals equal opportunity to apply for DOE WAP programs, and shall not discourage any interested individual from submitting an application for DOE WAP assistance. Contractor shall act upon all applications in writing within fifteen (15) working days.

B. Pursuant to Title 22 of the California Code of Regulations, Section 100805, 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, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about 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 notifies 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 simultaneously provide a copy of the final decision to the Manager of CSD's Energy Services Division.

4) Provisions to enable Contractor to collate information on denials and appeals in its regular program reporting.

C. If a weatherization-related Special Condition is imposed, Contractor shall proceed with the appeal process as described in EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 11. Appeal Process When Special Conditions Are Imposed.

11. RECORD-KEEPING

A. All records maintained by Contractor shall meet the OMB requirements contained in the following Circulars: A-102, Subpart C, ("Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments") or A-110, Subpart C, Nonprofit Organizations, whichever is applicable.

B. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after submission of the final report. However, Contractor shall maintain all such records until resolution of all audit and monitoring findings are completed.

C. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

EXHIBIT F
(Standard Agreement)

PROGRAMMATIC PROVISIONS

1. OUTREACH AND INTAKE ACTIVITIES

A. Outreach

Contractor shall perform appropriate outreach activities to ensure that households in the service area are informed about all DOE WAP program services and have an opportunity to apply for such services. Contractor may claim reimbursement for Outreach and its related services only once for each unit weatherized under this Agreement or previous CSD Agreement.

B. Intake

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

1) Establish reasonable hours whereby customers/applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the customer/applicant's request within a reasonable amount of time.

2) Accept applications for assistance during regular business hours.

3) Provide low-income individuals who are physically infirm the means to submit applications without leaving their residences.

4) Provide intake only at sites accessible to the disabled.

5) Contractor shall utilize the Energy Intake Form as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP program, ECIP HCS program, SWEATS program, HEAP program, and DOE WAP program.

2. CLIENT EDUCATION/COUNSELING ACTIVITIES

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

A. Needs Assessment

Contractor shall conduct a needs assessment for each client that shall include computing the energy burden of each applicant's household and prioritizing households as described in EXHIBIT F, PROGRAMMATIC PROVISIONS, Section 3, Applicant Eligibility and Service Priority.

B. Client Education - Budget Counseling

Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved EXHIBIT B – ATTACHMENT II, DOE Weatherization Priority Plan Narrative (CSD 793). Contractors shall include at least the following:

1) Information to the client regarding the importance of applying for energy assistance prior to being in an arrearage situation and to include information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State.

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

3) Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

4) Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321), which substantiates that the client was provided with energy conservation, budget counseling, and lead paint education.

5) Occupants of pre-1979 units to be weatherized must receive the pamphlet "Protect Your Family from Lead in Your Home."

6) Contractor shall provide to the client a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7) Contractor shall provide to the client an explanation of the action of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such measures.

3. APPLICANT ELIGIBILITY AND SERVICE PRIORITY

A. Applicant Eligibility – General

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 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.

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

B. Service Priority

1) Priority is given to identifying and providing weatherization assistance to: 1) Elderly persons; (2) Persons with disabilities; (3) Families with children; (4) High residential energy users; and (5) Households with a high energy burden.

2) Contractor may give first priority for services to those households whose members have life-threatening emergencies.

3) Additional priorities shall be as set forth in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT II, DOE Weatherization Priority Plan Narrative (CSD 793).

a. For the Weatherization component, Contractor shall describe in narrative format the selection process for dwellings to be weatherized and shall describe the outreach methods to be utilized to assure that eligible households are made aware of the services through DOE WAP or any similar energy-related assistance program.

b. Contractor shall describe in narrative format a description of how budget education/counseling services will be provided to include needs assessments and education, budget counseling. Contractor shall include specific budget education/counseling activities designed to target households that have not been previously served under a LIHEAP or DOE WAP Weatherization program.

4) Due to limited funding, Contractors are discouraged from providing

weatherization services to dwellings previously weatherized under DOE WAP. Contractors serving previously weatherized dwellings shall include the selection process for serving previously weatherized dwellings in EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT II, DOE, Weatherization Priority Plan narrative (CSD 793).

5) Equitable Treatment

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

4. COORDINATION

Contractor shall refer all potentially eligible applicants to all DOE WAP and LIHEAP program components, 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.

5. RECORD-KEEPING RESPONSIBILITIES

A. Contractor shall maintain client intake/needs assessment form(s) for Weatherization, and appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

B. All contractor-equivalent forms must be pre-approved by CSD prior to their use. Contractors shall not modify or utilize a contractor-equivalent form in place of any CSD programmatic and fiscal reporting forms.

C. Client Files – General Requirements

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

1) Statement of Citizenship, Alienage and Immigration Status for Public Benefits (CSD 600) and supporting documents;

2) Energy Intake Form (CSD 43 or 44) or Contractor's equivalent;

3) Utility/energy bill(s) for all sources of energy used by qualified households;

4) Source documentation supporting eligibility; and

5) Client Education Confirmation of Receipt (CSD 321) or Contractor's equivalent.

D. Client Files –Weatherization

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

1) Weatherization Building Assessment and Job Order Sheet (CSD 540) or Contractor's equivalent;

2) Combustion Appliance Safety Inspection Form (CASIF);

3) Blower Door and Duct Blaster Data Sheet (BDDBDS);

4) CSD Hazardous Correction Work Plan (HCWP);

5) CSD Weatherization Deferral Form and other source documentation supporting deferrals and appeals

6) Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent;

7) Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent;

8) Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent;

9) Service Agreement for Unoccupied Multi-Unit Dwelling, (CSD 515d) or Contractor's equivalent;

10) Contractor Post Weatherization Inspection Report (CSD 611);

11) Weatherization Inspection Report (WIR) (CSD 581);

12) Multi-Family Dwelling Unit Eligibility Certification (CSD 75P) or Contractor's equivalent;

13) Required building permits, or building permit applications or documentation of permit cost;

14) Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1979 HUD units;

15) Waivers from CSD to exceed maximums costs of weatherization measures;

16) Source documentation that substantiates all actual labor hours and all costs for labor and materials;

17) Source documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

18) Source documentation that substantiates the criteria and basis for replacement of all gas and electric appliances including results of all required diagnostic tests results and the nonfeasibility of all mandatory measures not performed or installed;

19) Source documentation indicating the manufacturer, make, and model of all replaced refrigerators;

20) Source documentation and records substantiating mileage claims by individual weatherized SFD and MUD Unit;

21) A copy of the NEAT energy audit output report listing the recommended energy conservation measures;

22) Source documentation of HERS inspection; and

23) Source documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster.

E. Other Recordkeeping Responsibilities

1) Labor and Materials

a. Contractor shall maintain source documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization program can be substantiated.

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

c. Contractor shall maintain source documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD Weatherization Installation Standards and/or state, county, or local regulations.

2) Training

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

3) Equipment

a. Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.

b. Contractor and subcontractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

6. <u>WEATHERIZATION ACTIVITY GUIDELINES</u>

A. Program Standards

1) Contractor shall adhere to all CSD program standards pursuant to the following documents and manuals which have been incorporated by reference and made part of this Agreement as if attached hereto:

a. CSD Low-Income Weatherization Assistance Program Policies and Procedures;

b. CSD Conventional Home Weatherization Installation Standards;

c. CSD Mobile Home Weatherization Installation Standards;

d. CSD Lead-Safe Weatherization Policies;

e. CSD Health and Safety Plan for Weatherization Programs;

f. CSD Inspection Policies and Procedures;

g. CSD LIHEAP/DOE Program Weatherization and ECIP HCS Appliance Replacement Criteria;

h. CSD Carbon Monoxide (CO) Analyzer and Manometer Calibration Policy; and

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

B. Regulations

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

2) All applicable dwellings shall be in compliance with California Energy Commission 2005 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) All program activities shall be in compliance with Weatherization Assistance for Low-Income Persons (10 CFR Part 440) and DOE Weatherization Program Notices.

4) Services provided to all applicable pre-1979 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead; Requirements for Hazard Education Before Renovation of Target Housing; Final Rule.

5) All materials procured for weatherization and HCS purposes shall be in conformance with OMB requirements contained in the following Circulars: A-102, Section 36, or A-110, Section 40.

C. Dwelling Eligibility

1) Contractor shall certify a household's income eligibility for the provision of weatherization services before the installation of any weatherization measure.

EXHIBIT F
(Standard Agreement)

2) The certification shall remain in effect for a period of 120 days from the date the household is determined income eligible.

3) At a minimum, within the 120-day period of the household's eligibility certification, Contractor shall perform the assessment of the dwelling and determine the weatherization measures to be installed.

4) If the assessment of the dwelling and the determination of the weatherization measures to be installed do not begin within the 120-day period of the household's certification, Contractor shall recertify the household's eligibility and shall not charge for costs associated with recertification such as outreach, intake, and Assurance 16 activities.

5) Permission to Provide Services

a. Contractor shall obtain written permission of the owner-occupied dwelling, and/or of the owner of a rental unit, or his/her agent prior to performing any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Rental Units (CSD 515) or Contractor's equivalent or the Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent. At a minimum, the written documentation and/or notification shall include the following:

i. General permission to do assessment and weatherization work;

ii. Notification of specific work to be done before the work is done;

iii. Notification of significant structural and engineering changes; and

iv. Confirmation of work completed.

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

6) Rent Increase Restrictions

a. For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

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

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

7) Occupied Multiple Unit Dwellings

a. Funds under this Agreement may be used to weatherize an entire building containing multiple dwelling units only if the dwelling units occupied by eligible applicants represent at least sixty-six percent (66%) of the total units within the building. In order to weatherize a building that contains two or four units, at least fifty percent (50%) of the dwelling units must be eligible. Otherwise, only units occupied by eligible households shall be serviced.

b. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the $2,885 maximum average per unit.

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

d. Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43 or 44) or Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building/complex is not acceptable.

EXHIBIT F
(Standard Agreement)

8) Unoccupied Multiple Unit Dwellings

Contractor may provide weatherization services under this Agreement to ineligible dwelling units in an unoccupied multiunit building only when the following conditions are met:

a. 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. The owner has signed a copy of the Service Agreement for Unoccupied Multi-Unit Dwelling (CSD 515d) or Contractor's equivalent, authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;

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

9) Reweatherized Dwellings

a. Weatherization services for a dwelling unit previously weatherized using DOE funds are not allowable except if:

i) A dwelling unit has been damaged by fire, flood, or act of God and repair of the damage to weatherization materials is not paid for by insurance;

ii) A dwelling unit weatherized using DOE WAP or other Federal program funds from September 30, 1993 and earlier needs further weatherization assistance; or

iii) A dwelling unit weatherized using DOE WAP or other Federal program funds after September 30, 1993 did not receive a full complement of services and previously unapplied allowable measures are to be installed.

b. Each dwelling must receive a new energy audit which takes into account any previous energy conservation improvements to the dwelling.

c. Measures installed outside those weatherization measures disclosed during the dwelling's initial weatherization assessment constitute a reweatherized dwelling.

d. 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. Contractor shall report this activity as a reweatherized unit.

e. If the previous weatherization was performed under a nonfederal program, the dwelling and occupant eligibility must be recertified.

10) Ineligible Dwellings

a. Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.

b. Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the Weatherization Service Agreement (CSD 540) or Contractor's equivalent.

c. No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, hotel, motel, etc. may be weatherized under this Agreement.

11) Temporary Shelters/Homeless Individuals

Eligibility of the occupants may be assumed if the owner/operator will certify in writing that occupancy is limited to no more than 90 calendar days and that admittance criterion complies with CSD contract eligibility guidelines, whether or not rent is paid has no effect on eligibility.

12) Group Homes

If the building does not qualify as a multi-family structure, income eligibility is based on all occupants as a group, and the building must be weatherized as a single dwelling unit.

EXHIBIT F
(Standard Agreement)

D. 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 not feasible, at least four Mandatory Measures are installed.

2) Multistory, multiunit complexes, may qualify for weatherization services with the installation of ceiling insulation and any two other mandatory measures or, in the event ceiling insulation is not feasible, at least three mandatory measures.

a. Installation of ceiling insulation may be counted as a ceiling insulation measure for each unit within that building envelope. The charge shall be prorated among all dwelling units.

b. Insulation of a common water heater shall qualify as a mandatory measure for each unit served by the same water heater. Reimbursement may be claimed, however, for only one water heater and the equivalent number of standard-sized water heater blankets installed, and the cost shall be prorated among all dwelling units.

3) If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred and the dwelling ineligibility documented in the client file.

4) Repair of large leaks identified by blower door testing may reduce shell leakage so close to the Minimum Ventilation Requirement (MVR) that caulking and/or weatherstripping are not feasible, thus reducing the number of feasible Mandatory Measures to fewer than needed to qualify the dwelling for weatherization. In this case, Contractor may substitute noninfiltration reduction Optional Measures as needed for the nonfeasible caulking and/or weatherstripping measures only if a NEAT energy audit has been performed and the savings-to-investment ratio (SIR) is greater than 1 for any Optional Measures to be installed.

E. Dwelling Assessments

EXHIBIT F
(Standard Agreement)

1) Contractor shall inspect the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

2) 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.

3) Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral Form.

4) 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.

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.

6) If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install noninfiltration reduction measures.

7) Contractor shall perform the blower door diagnostic testing for shell sealing purposes on a minimum of twenty percent (20%) of the total SFD (1 to 4 units) and a minimum of five percent (5%) of MUD (5 or more units) weatherized under this Agreement.

8) Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a preweatherization blower door test.

9) Duct Blaster diagnostic testing shall be required on all weatherized dwellings and ECIP HCS units with forced-air systems.

F. Health and Safety Measures

1) 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.

2) All Health and Safety and 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.

3) If a health or safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of 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.

4) If the dollar limit has not been reached in installing feasible mandatory measures, Contractor may install optional measures after performing a NEAT energy audit.

G. Allowable Heating and Cooling Appliance Repair and Replacement Services

1) The following guidelines are applicable to services delivered through the DOE Weatherization and are restricted to occupied SFD and/or MUD units:

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

   b. 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.

2) Heating and/or cooling services may be provided when one of the following conditions exists:

   a. Existing primary heating/cooling appliance is deemed hazardous by a qualified technician or HVAC contractor; or

   b. Existing primary heating/cooling appliance is verified by a qualified technician or HVAC contractor to be inoperable or in need of repair.

3) 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.

4) Any and all heating/cooling services shall be performed in accordance with the following guidelines:

   a. All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and well being of individuals or the household.

   b. Such a condition and circumstance constitutes a true crisis under which Contractors, when feasible, may install a new heating or cooling appliance within the dwelling not to exceed the established maximum reimbursement rates for heating and cooling appliance installation.

   c. For those conditions where a true crisis exists and the installation of a new heating and/or cooling unit is nonfeasible, Contractor may 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.

5) Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 30 percent (30%) of the cost of installing a new replacement unit.

6) When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

7) 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.

H. DOE Waiver for Fuel Switching

1) Contractor shall not switch fuel when replacing furnaces or any other allowable appliance unless DOE provides a waiver in writing. Contractor shall keep a copy of such waiver in the client's file and shall forward a copy to CSD.

I. Priority Lists of Energy Conservation Measures

1) Contractor shall install the following energy conservation measures where feasible in site-built single-family dwellings and small multi-family dwellings (less than five units):

a. Climate Zone 4 (less than 2,000 CDD and less than 4,000 HDD)

i. Programmable thermostats

ii. Attic insulation

iii. Floor insulation.

b Climate Zone 5 (2,000 CDD or more and less than 4,000 HDD)

i. Programmable thermostats

ii. Attic insulation

iii. Evaporative cooler

iv. Storm windows for slab-on-grade site-built single family dwellings and small multi-family dwellings only.

2) Contractor shall install measures from these priority lists in the above numerical order, and Contractor shall not exclude or skip any measure unless:

a. A blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not feasible;

b. Dwelling already has that measure in place;

c. Measure cannot be properly installed, or

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

e. Maximum dollar limit of an average of $2,885 per dwelling is reached; or

f. Measure is not needed or required.

2) Contractor shall include notations of exception(s) in the client file. See Exhibit I for a list of Annual Heating Degree Day and Cooling Degree Day Data by city in California.

J. NEAT Energy Audit

1) If the reimbursement limit of an average of $2,885 per dwelling has not been reached from the activities of outreach, intake, assessments and diagnostics and infiltration reduction, general heat waste , priority list, and electric base load measures, Contractor shall install optional measures based on a site-specific energy audit for:

a. All multi-unit dwellings (five or more units);

b. All manufactured homes;

c. All site-built dwellings in Climate Zone 1, less than 2,000 CDD and more than 7,000 HDD;

d. All site-built dwellings in Climate Zone 2, less than 2,000 CDD and 5,500-7,000 HDD;

e. All site-built dwellings in Climate Zone 3, less than 2,000 CDD and 4,000-5,499 HDD;

f. All site-built dwellings in Climate Zone 4, less than 2,000 CDD and less than 4,000 HDD, beyond the above priority list;

g. All site-built dwellings in Climate Zone 5, 2,000 CDD or more and less than 4,000 HDD, beyond the above priority list; unless otherwise allowable as per the Policies and Procedures manual.

i. Contractor shall perform energy audits as per the above protocol using the National Energy Audit Tool (NEAT) for single-family site-built dwellings and small multi-family dwellings (less than five units). Contractor shall perform energy audits using the Manufactured Home Energy Audit (MHEA) for manufactured homes.

ii. Contractor shall install those feasible energy conservation measures shown by the NEAT or MHEA energy audit to have a savings-to-investment ratio (SIR) of 1 or more, beginning with the highest SIR on the list and working down in SIR order.

iii. Multi-unit complexes shall have the NEAT energy audit performed on at least one typical unit on each ordinal wall (north, east, west, and south) and at least one inside unit, if applicable. The most common resulting prescribed weatherization measures from these separate energy audit reports above a SIR of 1 shall be installed on eligible units. A separate energy audit shall be performed for each unit that varies from the "typical" units in the same complex. Contractor shall install those feasible energy conservation measures shown by the energy audit to have a SIR of 1 or more, beginning with the highest SIR on the list and working down in SIR order.

K. Natural Disasters

1) When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., or any other act of God, and repair of the damage to weatherization materials is not and will not be paid for or reimbursed by any other source, Contractor may have damages repaired that are within the scope of the program. The occupant must be certified as currently eligible, and a dwelling assessment must be performed.

2) A scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster. See EXHIBIT F, ATTACHMENT I, DISASTER RELIEF PLAN.

EXHIBIT F
(Standard Agreement)

L. Pre-1979 Dwellings

1) Lead-based paint is presumed to be present in all pre-1979 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

2) HUD units not previously certified to be lead free, built prior to 1979, and receiving weatherization services in which painted surfaces exceeding di minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

3) Contractor shall document notification to tenants of multifamily housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or Contractor's equivalent.

M. Title 24

1) Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of an existing building breaks and cannot be repaired.

2) Title 24 requirements are applicable only to energy conservation measures installed to dwelling located within Contractor's specific California Energy Commission (CEC) Climate Zone. For a listing of the CEC climate zones, refer to the CSD website at www.csd.ca.gov.

a. Contractor shall exercise caution to not utilize the DOE Climate Zone for Title 24 requirements. The types of climate zones (DOE or CEC) are specifically stated for all applicable weatherization measures.

3) Contractor shall obtain the services of a qualified Home Energy Rating System (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.

7. 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 work performed under this Agreement. Such assurance will be documented on the Weatherization Building Assessment and Job Order Sheet (CSD 540) or Contractor's equivalent and shall be signed and dated by a certifying agency representative.

B. Third-Party Inspections

1) The State reserves the right to use a third-party inspector to review and verify that the weatherization activities performed under this Agreement conform to applicable standards and practices.

2) Unless Contractor assumes the task of arranging inspection visits with the selected weatherization clients, Contractor shall provide the use of a telephone to the inspector.

3) Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspections visits.

4) Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by the State or its designee within 20 working days of written notification.

5) Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation. The immediate hazard shall be eliminated within 24 hours, and hazardous conditions shall be completely resolved within five (5) working days of written notification. The time period may be extended for circumstances beyond the Contractor’s control; however, the time extension must be approved in writing by CSD prior to the expiration of the five working days.

EXHIBIT F
(Standard Agreement)

C. Noncompliance

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

2) If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

3) If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the noninstalled measure or quantity will be withheld from subsequent reimbursements.

4) Contractors will be subject to Special Conditions if it is determined that one or more of the following conditions exist:

   a. Contractor has a history of unsatisfactory performance.

   b. Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor.

   c. Failure to remedy an identified Hazardous Condition in a timely manner (elimination of immediate hazard within 24 hours and complete resolution correction within five working days of written notification).

d. Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

8. TRAINING REQUIREMENTS

A. Within 30 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization services shall receive both Lead-Safe Weatherization Training and Environmental Hazard Training, in accordance with CSD Lead-Safe Weatherization Policy and Procedures. An Assessor, Worker, Supervisor, or Inspector will not be allowed to enter, assess, weatherize, or inspect a pre-1979 dwelling unit until the required Lead-Safe Weatherization Training has been completed.

B. Within 180 days of employment, weatherization employees of Contractor and subcontractors who provide basic weatherization services shall receive Basic Weatherization Training by completing the Pacific Gas & Electric (PG&E) Energy Training Center, Stockton (ETC--Stockton), other CSD-approved training facility Basic Weatherization curriculum, or Contractor's CSD-approved internal training curriculum that teaches basic weatherization concepts and conformance with CSD's weatherization policies, procedures, and installation standards.

C. Weatherization employees of Contractor and subcontractors who perform combustion appliance safety checks shall be properly trained at the Blower Door and Combustion Appliance Safety Training curriculum at the PG&E ETC--Stockton or at a CSD-approved comparable training facility; or successful completion of field training provided by CSD's contract field technicians. No employee of Contractor and subcontractor shall perform combustion appliance safety checks without having completed the required training.

D. For weatherization services performed on HUD units, all work crews of Contractor and subcontractor who perform basic weatherization services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. Although a crew supervisor can be certified as a HUD Lead Supervisor, it is not a substitute for the requirement of trained work crews.

E. Every assessor, inspector, and work crew of the Contractor and subcontractor who performs basic weatherization services is required to maintain and have available for reference the current CSD Conventional Home WIS and CSD Mobile Home WIS Manuals and CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual when providing any weatherization services.

EXHIBIT F
(Standard Agreement)

9. LEVERAGING ACTIVITIES

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

B. Leveraging weatherization funds may be used to install mandatory and/or optional measures in a dwelling in any order practical to the application of weatherization measures. Client files shall be documented accordingly.

C. Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the DOE WAP program is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall at a minimum make reference to the leveraged activity within the weatherization client file.

D. CSD ensures that this information will be utilized for the sole purpose of verifying the delivery of services. CSD also reserves the right to use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable standards and practices. Contractor shall ensure that duplicate billings for the same product or service do not occur.

10. SCHEDULE OF ATTACHMENTS

The following attachment to this exhibit is hereby incorporated by this reference:

ATTACHMENT I DISASTER RELIEF PLAN

State of California
Department Of Energy
Weatherization Assistance Program (DOE WAP)
Disaster Relief Plan

The purpose of California's Department of Energy (DOE) Disaster Relief Plan is to provide emergency services to low-income individuals and families affected by a disaster as determined by a Presidential or Gubernatorial order declaring either a Federal or State Emergency. The plan will be in effect for a minimum of six months but could be extended dependent upon the anticipated recovery period.

Disaster relief services are only available to qualified low-income households directly affected by the declared disaster. Subgrantees may re-prioritize service requests from these households so that timely weatherization and re-weatherization services can be provided. Dwellings may only be provided repairs or weatherization services that are not paid for by insurance or reimbursed by any other source. Any home damaged by disaster can be reweatherized without regard to date of the original weatherization.

For qualified households, the unit allowance will be increased to the maximum reimbursement for a state of emergency as permitted in the DOE WAP Contract. The maximum is calculated at approximately 15% higher than the most current average per weatherized dwelling unit as established by DOE. The maximum limit for minor envelope repairs will be equivalent to the maximum reimbursement per unit dwelling.

Relief services shall include but are not necessarily limited to the following activities in order of priority:

1. All health & safety measures that are within the scope of the weatherization program are given first priority. Health & safety measures can also be expanded to address specific needs of the clientele such as site clean-up and temporary heating sources.

2. Secondary priority will be given to a specific list of weatherization measures that will be established as the most beneficial for the type of disaster. The need for these measures must be due to a direct result of the disaster; otherwise, the order of their installation reverts back to normal weatherization policies and procedures. For each emergency, CSD will seek approval from DOE regarding the priority of these measures and the abandonment of applicable NEAT energy audit requirements.

3. All remaining measures are to be installed in order of priority in accordance with the CSD Low-Income Weatherization Assistance Program Policies and Procedures.

4. Technical assistance may be provided to residents, builders, contractors, and others who are involved in the recovery efforts to aid in achieving the energy efficiency goals of the program.

Prior to initiating disaster relief services, Subgrantees will be required to submit a written plan to CSD outlining the services to be provided and to report activities, expenditures, and demographics as required by the weatherization program.

EXHIBIT G
(Standard Agreement)

DEFINITIONS

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

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

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

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

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

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.

EXHIBIT G
(Standard Agreement)

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

Contractor: The entity (partnership, corporation, agency, or association) designated on page 1 of this Agreement.

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

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.

DOE - The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (P.L. 94-385). The federal regulations for this program are in 10 CFR Part 440. The intent of this program is to increase the energy efficiency of low-income dwellings, reduce the occupant's total residential energy expenditures, and improve their health and safety.

DOE Climate Zone - One of five climatically distinct areas, defined by long-term weather conditions affecting the heating and cooling loads in buildings. The Energy End Use and Integrated Statistics Division (EEUISD) developed the zones from seven distinct climate categories originally identified by the American Institute of Architects (AIA) for the U.S. Department of Energy and the U.S. Department of Housing and Urban Development. The zones were determined according to the 30-year average (1961-1990) of the annual heating and cooling degree-days (base 65 degrees Fahrenheit). The zones are defined as follows:

a. Climate Zone 1 - Less than 2,000 cooling degree days (CDD) and more than 7,000 heating degree days (HDD)

b. Climate Zone 2 - Less than 2,000 CDD and 5,500 to 7,000 HDD

c. Climate Zone 3 -Less than 2,000 CDD and 4,000 to 5,499 HDD

d. Climate Zone 4 -Less than 2,000 CDD and less than 4,000 HDD

e. Climate Zone 5 -2,000 or more CDD and less than 4,000 HDD

EXHIBIT G
(Standard Agreement)

Dwelling Assessment: The process of performing an on-site review of the dwelling unit of an eligible applicant in order to determine the labor and materials necessary to install energy conservation measures.

Dwelling Unit: A house, including a stationary mobile 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 measure that addresses the energy efficiency and energy usage of lighting or appliances. Allowable electric base load measures are compact fluorescent lamps and fixtures, replacement refrigerators, electric water heaters, microwave ovens, fluorescent torchiere lamps, evaporative cooler installations, and window/wall air conditioner replacement.

Emergency: The term "emergency" under this Agreement is defined as any one or more of the following conditions:

a. A natural disaster;

b. A significant home energy supply shortage or disruption;

c. A significant increase in the cost of home energy, as determined by the Secretary;

d. A significant increase in home energy disconnections reported by a utility, a State regulatory agency, or another agency with necessary data;

e. A significant increase in participation in a public benefit program such as the food stamp program carried out under the Food Stamp Act of 1977 (7 U.S.C. 2011 et seq.), the national program to provide supplemental security income carried out under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or the State temporary assistance for needy families program carried out under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), as determined by the head of the appropriate Federal agency;

f. A significant increase in unemployment, layoffs, or the number of households with an individual applying for unemployment benefits, as determined by the Secretary of Labor; or

g. An event meeting such criteria as the Secretary, in the discretion of the Secretary, may determine to be appropriate.

Energy Audit - An energy audit is an analysis tool intended to be used by the weatherization agencies for the purpose of determining a list of cost-effective measures for a specific dwelling. There are many types of energy audits available; however, the NEAT/MHEA are used for the purposes of this Agreement.

EXHIBIT G
(Standard Agreement)

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.

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

Expatriate Corporations (Public Contract Code, section 10286.1): An "expatriate corporation" means a foreign incorporated entity that is publicly traded in the United States to which all of the following apply:

a. The United States is the principal market for the public trading of the foreign incorporated entity.

b. The foreign incorporated entity has no substantial business activities in the place of incorporation.

c. Either clause i. or clause ii. applies:

i. The foreign entity was established in connection with a transaction or series of related transactions pursuant to which (I) the foreign entity directly or indirectly acquired substantially all of the properties held by a domestic corporation or all of the properties constituting a trade or business of a domestic partnership or related foreign partnership; and (II) immediately after the acquisition, more than 50 percent of the publicly traded stock, by vote or value, of the foreign entity is held by former shareholders of the domestic corporation or by former partners of the domestic partnership or related foreign partnership. For purposes of subclause (II), any stock sold in a public offering related to the transaction or a series of transactions is disregarded.

ii. The foreign entity was established in connection with a transaction or series of related transactions pursuant to which (I) the foreign entity directly or indirectly acquired substantially all of the properties held by a domestic corporation or all of the properties constituting a trade or business of a domestic partnership or related foreign partnership; and (II) the acquiring foreign entity is more than 50 percent owned, by vote or value, by domestic shareholders or partners.
(iii) For purposes of this subparagraph, indirect acquisition of property includes the acquisition of a stock share, or any portion thereof, of the owner of that property.

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

EXHIBIT G
(Standard Agreement)

Filter Replacement: May be a one- or a two-step measure. The one-step measure is to replace forced-air unit filters with a washable filter, or three disposable filters (install one, leave two with the client).

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

General Heat Waste Measures: Those measures installed to reduce general heat or cooling waste in the dwelling. The following list of general heat waste measures may be installed in all types of dwellings if feasible, including multi-unit dwellings and manufactured homes:

a. Evaporative cooler covers and air conditioner vent covers;

b. Hot water flow restrictors;

c. Water heater blankets; and

d. 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 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 cleaning of fuel nozzles and jets, 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. Must be accomplished by a person licensed to perform such work. Special licensing may be required for the installation and/or repair of Evaporative Cooler, Air Conditioning, Gas and Electric Water Heaters, and HVAC systems if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob-and-tube wiring certification will always require a C-10 license. If required by local jurisdiction, a building permit must be obtained and finalized for vented appliance installations.

High Residential Energy User: A low-income household whose residential energy expenditures exceed the median level of residential expenditures for all low-income households in the State.

Household with a High Energy Burden: A low-income household whose residential energy burden (residential expenditures divided by the annual income of that household) exceeds the median level of energy burden for all low-income households in the State.
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+).

EXHIBIT G
(Standard Agreement)

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

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

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling done to the point of minimum ventilation requirement or it is no longer cost effective to proceed. Infiltration reduction is best accomplished with blower door technology.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended DOE WAP 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.

Materials: Materials are those allowable items that are installed in or on the dwelling to promote energy conservation. All materials shall be in conformance with the CSD Conventional Home Weatherization Installation Standards and CSD Mobile Home Weatherization Installation Standards. Materials are budgeted and reported under Direct Program Activities.

Manufactured Home Energy Audit (MHEA):

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

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

a. Blower-door-identified infiltration repairs;

b. Combustion air venting;

c. Cover plate replacements;

d. Entrance door modification, repair, adjustments, and/or replacement and attendant hardware (except deadbolts) into conditioned areas including frames, thresholds, and doorstops. (If

the original door had a deadbolt and it can be removed and placed on the new door, then labor costs for this activity can be charged.) The installation of deadbolts in conjunction with an exterior door replacement is allowable on rental units only; however, it is not an allowable reimbursement when entrance doors are modified or repaired. Reimbursement will be based on the material costs for the door, the deadbolt, if applicable, and the labor.

e. Exhaust fan repair or replacement;

f. Floor repair for mobile home water heater;

g. Knob-and-tube wiring "Notice of Survey by Electrical Contractor" and installation of simple overcurrent protection per the CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;

h. Minor roof repairs and materials used to protect the materials installed from the weather;

i. Mobile home skirting repairs to prevent animal infiltration;

j. Patching holes in the building envelope that are too big to caulk (includes replacing attic/crawl space access covers); and

k. Range hood damper and fireplace chimney damper repair or installation.

l. Exclusions:

1. Air conditioner and/or furnace cleaning and filer replacement;

2. Kitchen cabinet repairs and retrofits that are not associated with the replacement of a range, cook top, or previously installed microwave;

3. Sliding glass door repair and replacement;

4. Window and glass repair and replacement; and

5. Any other measure that has a chargeable line item.

Mobile Home: A manufactured home that is a permanent, full-time residential dwelling and is not used for commercial purposes.

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

EXHIBIT G
(Standard Agreement)

National Energy Audit Tool (NEAT): An advanced computer audit software developed at Oak Ridge National Laboratory for DOE's Weatherization Assistance Program. Used to determine the most cost-effective retrofit measures for single-family dwellings to increase the comfort of occupants and reduce monthly utility costs. After the user inputs data on the dwelling characteristics, including the types of heating and cooling systems, NEAT produces a prioritized list of cost-effective measures customized for each dwelling. The output also includes an estimated dollar value for the projected energy savings, savings-to-investment ratios, and a list of the quantities of materials necessary to perform the recommended retrofit.

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.

Non-State Entity: A business, organization, or individual that is not a State entity but that requires access to State information assets in conducting business with the State. Includes, but is not limited to, researchers, vendors, consultants, and their employees and entities associated with federal and local government and other states.

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: The State of California and the Contractor.

Person with Disabilities (also known as Disabled Person): Any individual who is: (1) a handicapped individual as defined in Section 7(6) of the Rehabilitation Act of 1973; (2) under a disability as defined in Section 1614(a)(3)(A) or 223(d)(1) of the Social Security Act or in Section 102(7) of the Development Disabilities Services and Facilities Construction Act; or (3) receiving benefits under Chapter 11 or 15 of Title 38 U.S.C.

Precertified Contractor: LIHEAP contractors who are approved to use the database transfer method to electronically transmit data from their local database to the CLASS System for the ensuing contract year. 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.

Priority List - The list of energy conservation measures determined to be cost effective by the CSD NEAT Pilot in Program Year 1998-99. These measures may be installed in the specified type of dwelling in the specified climate zone without performing an energy audit.

EXHIBIT G
(Standard Agreement)

The following energy conservation measures shall be installed where feasible in site-built single-family dwellings, and small multi-family dwellings (less than five units):

Climate Zone 4 (less than 2,000 CDD and less than 4,000 HDD)

1. Programmable thermostats
2. Attic insulation
3. Floor insulation.

Climate Zone 5 (2,000 CDD or more and less than 4,000 HDD)

1. Programmable thermostats
2. Attic insulation
3. Evaporative cooler
4. Storm windows for slab-on-grade site-built single family dwellings and small multi-family dwellings only.

Program Costs: Includes all expenses necessary to operate a weatherization program except those costs classified as administration or other program support costs. Program support costs must be easily identified as directly benefiting the weatherization work. Indirect costs are considered administrative costs. Measures include such items not reported in the Outreach, Intake, and Client Education categories, such as: payments for purchase and delivery of materials, transportation of materials, crews, tools, and equipment to and from storage and weatherization sites; operating costs, to include maintenance and insurance of vehicles used to transport weatherization materials; storage or warehousing of materials; payment of staff involved in purchasing, inventory, and distribution of materials; and payment for labor involved in fabricating materials. Previously separated capital-intensive measures are now included in Program Operations – Measures. Do not include Health and Safety measures in this section.

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

Renovation - The modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement. The term renovation includes, but is not limited to: the removal or modification of painted surfaces or painted components, e.g., modification of painted doors, surface preparation activity, such as sanding, scraping, or other such activities that may generate paint dust; the removal of large structures, e.g., walls, ceiling, large surface replastering, major replumbing; and window replacement. (40 CFR 745 Subpart E, 745.83)

Reweatherization: To provide previously unapplied weatherization measures to a dwelling that was weatherized under a federal program from September 30, 1993 and earlier and needs further weatherization assistance; or a dwelling unit weatherized using DOE WAP or other Federal program funds after September 30, 1993 that did not receive a full complement of services and previously unapplied allowable measures are to be installed. . This activity is to be reported on the DOE Monthly Activity Report, CSD 571A, as a reweatherized unit.

EXHIBIT G
(Standard Agreement)

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

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

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

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement, 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.

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

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

Subcontract: Contract agreement entered into by and between Contractor and Subcontractor to perform all or a portion of services covered under this agreement.

Subcontractor: An individual or business entity contracting to perform all or a portion of services covered under this agreement.

Temporary Shelter: Any facility with the primary purpose of providing temporary or transitional shelter for homeless in general or for specific populations of homeless persons.

Training and Technical Assistance (T&TA)

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).

EXHIBIT G
(Standard Agreement)

Weatherization Training and Its Related Costs: Weatherization-related training activities are designed to ensure that weatherization crewmembers of the contractor and subcontractor are adequately trained in the safe and proper installation of weatherization measures. In particular, employees must be trained in lead-safe weatherization practices and combustion appliance safety (CAS) testing procedures. Costs associated with lead-safe weatherization, basic weatherization, blower door diagnostic, health and safety, CSD weatherization policies and procedures, and CAS trainings may include salary/wages, materials, fees, and travel. Excludes incurred costs associated with participation and attendance to policy advisory committees and workgroups.

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

EXHIBIT H
(Standard Agreement)

CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES

FAMILY SUPPORT ADMINISTRATION

PROGRAM: **2007 Department of Energy Weatherization Assistance Program (DOE WAP)**

PERIOD: **July 1, 2007 through April 30, 2008**

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.

Signature	**Title**
Agency / Organization	**Date**

EXHIBIT H
(Standard Agreement)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

1. Type of Federal Action:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
☐ a. initial filing
b. material change

For Material Change Only:
year _____ quarter

date of Last report

4. Name and Address of Reporting Entity:
☐ Prime ☐ Subawardee
Tier _____, *if known:*
Congressional District, *if known:*

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, *if known:*

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *If applicable:*

8. Federal Action Number, ***if known:***

9. Award Amount, ***if known:***
$

10. a. Name address of Lobbying Entity ***(if individual, last name, first, name, MI):***

b. Individuals Performing Services ***(including address if different from No. 10a) (last name, first name, MI):***

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

11. Amount of Payment ***(check all that apply)*****:**
$ _____ ☐ actual ☐ planned

12. Form of Payment ***(check all that apply)*****:**
☐ a. cash
☐ b. in-kind; specify: nature
value

13. Type of Payment ***(check all that apply)*****:**
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16 Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.

Signature:

Print Name:

Title:

Telephone No.: _____ **Date:**

Federal Use Only:

Authorized for Local Reproductions
Standard Form – LLL

EXHIBIT H
(Standard Agreement)

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: Page _____ of

Authorized for Local Reproduction
Standard Form - LLL-A

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

EXHIBIT H
(Standard Agreement)

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. **Identity 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. Included all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.**

15. **Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.**

16. **The certifying official shall sign and date the form, print his/her name, title, and telephone number.**

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

\\Magnum\shared\Contracts\Department of Energy\2005 DOE\14 2005 DOE Exhibit J Lobbying Certification.doc

Exhibit I
Annual Heating and Cooling Degree Days for Selected California Locations

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
Alameda	Berkeley	40693	2,857	142	4
Alameda	Livermore	44997	2,755	858	4
Alameda	Newark (Oakland)	46144	2,367	530	4
Alameda	Oakland Museum	46336	2,400	377	4
Alameda	Tracy Pumping Plant	49001	2,421	1,470	4
Alameda	Upper San Leandro	49185	2,810	261	4
Alpine	Markleeville	45356	7,091	97	1
Alpine	Twin Lakes	49105	8,874	25	1
Alpine	Woodfords	49775	6,059	356	2
Amador	Electra Power House	42728	2,854	1,218	4
Amador	Salt Springs Power House	47689	3,828	1,015	4
Amador	Tiger Creek PH	48928	4,058	788	3
Butte	Chico University Farm	41715	2,945	1,334	4
Butte	De Sabla	42402	4,040	806	3
Butte	Oroville	46521	2,818	1,422	4
Butte	Paradise	46685	3,145	1,464	4
Calaveras	Calaveras Big Trees	41277	5,924	308	2
Calaveras	Camp Pardee	41428	2,758	1,534	4
Colusa	Colusa 2 SSW	41948	2,702	1,401	4
Colusa	East Park Reservoir	42640	3,498	1,082	4
Contra Costa	Antioch Pump Plant #3	40232	2,714	1,179	4
Contra Costa	Martinez Water Plant	45378	2,757	786	4
Contra Costa	Mount Diablo Junction	45915	3,245	983	4
Contra Costa	Richmond	47414	2,720	184	4
Del Norte	Crescent City 3 NNW	42147	4,687	6	3
Del Norte	Klamath	44577	4,514	5	3
El Dorado	Placerville	46960	3,324	1,164	4
El Dorado	Placerville IFG	46962	3,235	1,470	4
El Dorado	Tahoe Valley AP	48762	8,300	38	1
Fresno	Aubuerry 2 NW	40379	2,868	1,922	4
Fresno	Balch Power House	40449	3,045	1,794	4
Fresno	Coalinga	41864	2,234	2,204	5
Fresno	Five Points 5 SW	43083	2,446	1,784	4
Fresno	Fresno Yosemite FAT (Intl)	43257	2,447	1,963	4
Fresno	Friant Government Camp	43261	2,672	1,708	4
Fresno	Huntington Lake	44176	6,992	93	2
Fresno	Orange Cove	46476	2,538	1,857	4
Glenn	Orland	46506	2,630	1,581	4
Glenn	Stony Gorge Reservoir	48587	3,268	1,376	4
Glenn	Willows 6 W	49699	2,874	1,358	4
Humboldt	Eureka WFO Woodley IS	42910	4,403	7	3
Humboldt	Grizzly Creek State Park	43647	4,610	38	3
Humboldt	Orick Prairie Creek Pk	46498	5,005	3	3
Humboldt	Orleans	46508	3,389	831	4
Humboldt	Richardson Grove St. Pk.	47404	3,743	500	4
Humboldt	Scotia	48045	3,793	47	4
Humboldt	Shelter Cove AV	48163	3,266	92	4
Humboldt	Willow Creek 1	49694	3,566	887	4
Imperial	Brawley 2 SW	41048	1,155	3,733	5
Imperial	El Centro 2 SSW	42713	1,080	3,952	5
Imperial	Imperial	44223	1115	3,764	5
Inyo	Bishop AP	40822	4,314	1,003	3
Inyo	Death Valley	42319	1,257	5,296	5
Inyo	Deep Springs College	42331	5,293	843	3
Inyo	Haiwee	43710	3,784	1,441	4
Inyo	Independence	44232	3,579	1,804	4

Exhibit I
Annual Heating and Cooling Degree Days for Selected California Locations

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
Inyo	Wildrose R S	49671	3,663	1,623	4
Kern	Bakersfield Kern Co AP	40442	2,120	2,286	5
Kern	Buttonwillow	41244	2,668	1,857	4
Kern	Glennville	43463	4,466	427	3
Kern	Inyokern	44278	2,633	2,340	5
Kern	Kern River PH 1	44520	1,645	3,236	5
Kern	Kern River PH 3	44523	3,103	1,593	4
Kern	Maricopa	45338	2,190	2,334	5
Kern	Mojave	45756	2,835	1,976	4
Kern	Randsburg	47253	3,134	1,965	4
Kern	Tehachapi	48826	4,301	677	3
Kern	Tejon Rancho	48839	2,555	1,960	4
Kern	Wasco	49452	2,434	1,990	4
Kings	Corcoran Irrigation	42012	2,507	1,909	4
Kings	Hanford 1 S	43747	2,749	1,724	4
Kings	Lemoore Reeves NAS	823110	2,660	1,680	4
Lake	Clearlake 4 SE	41806	3,804	753	4
Lake	Lakeport	44701	3,698	793	4
Lassen	Doyle 4 SSE	42506	6,013	314	2
Lassen	Susanville 2 SW	48702	6,168	390	2
Lassen	Termo 1 E	48873	7,734	134	1
Los Angeles	Avalon Pleasure Pier	40395	1,589	749	4
Los Angeles	Burbank WB Airport	41194	1,575	1,455	4
Los Angeles	Canoga Park Pierce College	41484	1,822	1,485	4
Los Angeles	Culver City	42214	1,344	959	4
Los Angeles	Dry Canyon Reservoir	42516	2,502	1,139	4
Los Angeles	Fairmont	42941	3,199	1,608	4
Los Angeles	Lancaster ATC	44749	3,241	1,733	4
Los Angeles	Long Beach AP	45085	1,211	1,186	4
Los Angeles	Los Angeles Downtown	45115	928	1,506	4
Los Angeles	Los Angeles Intl AP	45114	1,274	679	4
Los Angeles	Montebello	45790	949	1,837	4
Los Angeles	Mt Wilson No 2	46006	3,995	969	4
Los Angeles	Palmdale	46624	2,704	1,998	4
Los Angeles	Pasadena	46719	1,398	1,558	4
Los Angeles	Pearblossom	46773	2,908	1,801	4
Los Angeles	Pomona Fairplex	47050	1,718	1,191	4
Los Angeles	San Gabriel Fire Dept.	47785	1,295	1,575	4
Los Angeles	Sandberg	47735	4,146	1,066	3
Los Angeles	Santa Monica Pier	47953	1,803	429	4
Los Angeles	Torrance	48973	1,526	742	4
Los Angeles	UCLA	49152	1,364	893	4
Madera	Madera	45233	2,670	1,706	4
Marin	Kentfield	44500	2,567	557	4
Marin	San Rafael Civic Center	47880	2,621	451	4
Mariposa	South Entrance Yosemite	48380	6,513	131	2
Mariposa	Yosemite Park Headquarters	49855	4,759	828	3
Mendocino	Covelo	42081	3,925	684	4
Mendocino	Fort Bragg 5 N	43161	4,266	6	3
Mendocino	Point Arena	47009	4,332	4	3
Mendocino	Potter Valley P	47109	3,429	745	4
Mendocino	Ukiah	49122	3,083	843	4
Mendocino	Willits 1 NE	49684	4,302	193	3
Merced	Los Banos	45118	2,570	1,547	4
Merced	Los Banos Det. Reservoir	45120	2,490	1,726	4
Merced	Merced	45532	2,602	1,578	4

Exhibit I
Annual Heating and Cooling Degree Days for Selected California Locations

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
Merced	San Luis Dam	47846	2,625	1,486	4
Modoc	Adin R S	40029	5,988	300	2
Modoc	Alturas	40161	6,808	212	2
Modoc	Canby 3 SW	41476	6,842	199	2
Modoc	Cedarville	41614	6,589	420	2
Modoc	Fort Bidwell	43157	6,653	281	2
Modoc	Jess Valley	44374	7,575	158	1
Mono	Bodie	40943	9,770	4	1
Mono	Bridgeport	41072	8,439	37	1
Mono	Lee Vining	44881	6,513	281	2
Monterey	King City	44555	2,384	598	4
Monterey	Monterey	45795	3,080	74	4
Monterey	Priest Valley	47150	3,946	653	4
Monterey	Salinas AP	47669	2,755	210	4
Monterey	Salinas No. 2	47668	2,819	131	4
Napa	Angwin Pac Union College	40212	3,426	659	4
Napa	Calistoga	41312	2,811	819	4
Napa	Markley Cove	45360	2,996	1,111	4
Napa	Napa State Hospital	46074	2,689	529	4
Napa	Saint Helena	47643	2,652	806	4
Nevada	Boca	40931	8,107	35	1
Nevada	Bowman Dam	41018	6,193	311	2
Nevada	Deer Creek Forebay	42338	4,739	692	3
Nevada	Donner Memorial State Park	42467	8,284	44	1
Nevada	Grass Valley No. 2	43573	4,287	612	3
Nevada	Lake Spaulding	44713	6,321	179	2
Nevada	Nevada City	46136	4,565	689	3
Nevada	Sagehen Creek	47641	8,741	6	1
Nevada	Truckee R S	49043	7,591	100	1
Orange	Anaheim	40192	1,286	1,294	4
Orange	El Toro MCAS	893101	1,461	1,183	4
Orange	Laguna Beach	44647	1,756	666	4
Orange	Newport Beach Harbor	46175	1,715	543	4
Orange	Santa Ana Fire Station	47888	1,153	1,299	4
Orange	Tustin Irvine R.	49087	1,794	1,102	4
Placer	Auburn	40383	2,992	1,366	4
Placer	Blue Canyon	40897	5,545	423	2
Placer	Colfax	41912	3,512	1,116	4
Placer	Tahoe City	48758	7,616	47	1
Plumas	Canyon Dam	41497	6,609	247	2
Plumas	Chester	41700	6,743	184	2
Plumas	Portola	47085	7,303	106	1
Plumas	Quincy	47195	5,490	364	3
Riverside	Beaumont 1 E	40609	2,146	1,572	4
Riverside	Blythe	40924	1,295	3,977	5
Riverside	Blythe AP	40927	1,226	4,166	5
Riverside	Corona	42031	1,599	1,534	4
Riverside	Eagle Mountain	42598	1,131	4,277	5
Riverside	Elsinore	42805	1,924	1,874	4
Riverside	Hayfield Pumping Plant	43855	1,588	3,196	5
Riverside	Idyllwild Fire Department	44211	5,071	333	3
Riverside	Indio Fire Station	44259	903	4,388	5
Riverside	Mecca Fire Station	45502	1,118	3,958	5
Riverside	Palm Springs	46635	951	4,224	5
Riverside	Riverside Citrus Exp Stn	47473	1,674	1,697	4
Riverside	Riverside Fire Station	47470	1,475	1,863	4

Exhibit I
Annual Heating and Cooling Degree Days for Selected California Locations

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
Riverside	San Jacinto R S	47813	1,914	1,903	4
Riverside	Sun City	48655	2,123	1,710	4
Riverside	Thermal Rgnl AP	48892	1,141	3,916	5
Sacramento	Folsom Dam	43113	2,532	1,528	4
Sacramento	Sacramento 5 ESE	47633	2,226	1,597	4
Sacramento	Sacramento AP	47630	2,666	1,248	4
San Benito	Hollister 2	44025	2,724	405	4
San Benito	Pinnacles National Monument	46926	2,907	882	4
San Bernardino	Baker	40436	2,011	3,607	5
San Bernardino	Barstow Fire Station	40521	2,294	2,566	5
San Bernardino	Big Bear Lake	40741	6,548	89	2
San Bernardino	Daggett Barstow DAG Airport	42257	2,228	2,915	5
San Bernardino	El Mirage Field	42771	3,616	1,370	4
San Bernardino	Fontana Kaiser	43120	1,351	1,905	4
San Bernardino	Iron Mountain	44297	1,156	4,476	5
San Bernardino	Lake Arrowhead	44671	5,450	462	3
San Bernardino	Mitchell Cavern	45721	2,902	2,066	5
San Bernardino	Mountain Pass	45890	4,105	1,494	3
San Bernardino	Needles AP	46118	1,227	4,545	5
San Bernardino	Parker Reservoir	46699	1,230	4,523	5
San Bernardino	Redlands	47306	1,904	1,714	4
San Bernardino	San Bernardino	47723	1,599	1,937	4
San Bernardino	Trona	49035	2,492	2,922	5
San Bernardino	TwentyNine Palms	49099	1,910	3,064	5
San Bernardino	Victorville Pump Plant	49325	2,929	1,735	4
San Diego	Alpine	40136	1,926	1,382	4
San Diego	Borrego Desert Park	40983	1,130	3,928	5
San Diego	Campo	41424	3,133	821	4
San Diego	Chula Vista	41758	1,321	862	4
San Diego	Cuyamaca	42239	4,988	457	3
San Diego	El Cajon	42706	1,560	1,371	4
San Diego	El Capitan Dam	42709	1,419	1,712	4
San Diego	Escondido No 2	42863	1,464	1,436	4
San Diego	Henshaw Dam	43914	3,651	786	4
San Diego	La Mesa	44735	1,313	1,261	4
San Diego	Oceanside Marina	46377	2,009	505	4
San Diego	Palomar Mountain Observatory	46657	4,060	963	3
San Diego	Ramona Fire Department	47228	2,192	1,036	4
San Diego	San Diego Lindburgh AP	47740	1,063	866	4
San Diego	San Diego Miramar NAS	893107	1,800	979	4
San Diego	San Diego N. Island NAS	893112	1,446	801	4
San Diego	San Pasqual Animal PK	47874	1,725	1,313	4
San Diego	Vista 2 NNE	49378	1,514	1,047	4
San Francisco	San Francisco Downtown	47772	2,589	164	4
San Francisco	San Francisco Oceanside	47767	3,653	17	4
San Joaquin	Lodi	45032	2,710	1,057	4
San Joaquin	Stockton AP	48558	2,563	1,456	4
San Joaquin	Stockton Fire Station	48560	2,686	1,203	4
San Joaquin	Tracy Carbona	48999	2,880	1,056	4
San Luis Obisbo	Morro Bay Fire Dept.	45866	3,344	50	4
San Luis Obisbo	Paso Robles	46730	2,932	785	4
San Luis Obisbo	Paso Robles Mun PRB	46742	2,789	1,038	4
San Luis Obisbo	Pismo Beach	46943	2,524	151	4
San Luis Obisbo	San Luis Obispo	47851	2,129	476	4
San Mateo	Half Moon Bay	43714	3,737	11	4
San Mateo	Pacifica 4 SSE	46599	3,247	72	4

Exhibit I
Annual Heating and Cooling Degree Days for Selected California Locations

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
San Mateo	Redwood City	47339	2,764	422	4
San Mateo	San Francisco Intl AP	47769	2,862	142	4
San Mateo	San Gregorio 2 SE	47807	3,629	32	4
San Mateo	Woodside Fire Station	49792	2,769	569	4
Santa Barbara	Cachuma Lake	41253	1,994	970	4
Santa Barbara	Lompoc	45064	2,241	322	4
Santa Barbara	New Cuyama Fire Station	46154	3,321	996	4
Santa Barbara	Santa Barbara	47902	1,902	470	4
Santa Barbara	Santa Barbara Muni AP	47905	2,121	482	4
Santa Barbara	Santa Maria Public AP	47946	2,783	121	4
Santa Barbara	Twitchell Dam	49111	2,199	487	4
Santa Clara	Gilroy	43417	2,278	913	4
Santa Clara	Los Gatos	45123	2,641	613	4
Santa Clara	Mount Hamilton	45933	4,521	747	3
Santa Clara	Palo Alto	46646	2,584	452	4
Santa Clara	San Jose	47821	2,171	811	4
Santa Cruz	Ben Lomond No 4	40673	2,871	400	4
Santa Cruz	Santa Cruz	47916	2,836	162	4
Santa Cruz	Watsonville Waterworks WVI	49473	3,083	123	4
Shasta	Burney	41214	6,495	196	2
Shasta	Hat Creek	43824	5,685	314	2
Shasta	Manzanita Lake	45311	7,486	90	1
Shasta	Redding Municipal AP	47304	2,961	1,741	4
Shasta	Shasta Dam	48135	2,894	1,884	4
Shasta	Whiskeytown Reservoir	49621	3,240	1,628	4
Sierra	Downieville	42500	4,782	438	3
Sierra	Sierra City	48207	5,183	492	3
Sierra	Sierravilla R S	48218	6,884	119	2
Siskiyou	Callahan	41316	5,493	315	3
Siskiyou	Cecilville	41606	5,116	615	3
Siskiyou	Dunsmuir Treatment Plant	42574	4,711	503	3
Siskiyou	Happy Camp Ranger Station	43761	4,255	671	3
Siskiyou	Lava Beds National Monument	44838	6,395	387	2
Siskiyou	McCloud	45449	5,641	368	2
Siskiyou	Mount Shasta	45983	5,991	235	2
Siskiyou	Tulelake	49053	7,003	154	1
Siskiyou	Weed Fire Dept.	49499	6,023	271	2
Siskiyou	Yreka	49866	5,550	550	2
Solano	Lake Solano	44712	2,716	1,420	4
Solono	Fairfield	42934	2,649	975	4
Solono	Vacaville	49200	2,410	1,498	4
Sonoma	Cloverdale	41838	2,639	1,127	4
Sonoma	Fort Ross	43191	4,234	6	3
Sonoma	Graton	43578	3,179	288	4
Sonoma	Healdsburg	43875	2,501	853	4
Sonoma	Petaluma Fire Station	46826	2,741	385	4
Sonoma	Santa Rosa	47965	2,694	526	4
Sonoma	Sonoma	48351	2,647	717	4
Sonoma	Warm Springs DA	49440	2,962	624	4
Stanislaus	Modesto City-County AP	45738	2,358	1,570	4
Stanislaus	Newman	46168	2,680	1,449	4
Stanislaus	Turlock #2	49073	2,519	1,506	4
Sutter *	Yuba City	n/a	2,437	1,762	4
Tehama	Mineral	45679	7,384	81	1
Tehama	Red Bluff WB AP	47292	2,647	1,926	4

Exhibit I
Annual Heating and Cooling Degree Days for Selected California Locations

County	Weather Station Location	Cooperative Station ID #	Heating Degree Days (65° Base)	Cooling Degree Days (65° Base)	DOE Climate Zone
Trinity	Big Bar 4 E	40738	3,831	939	4
Trinity	Trinity River Hatchery	49026	4,527	641	3
Trinity	Weaverville	49490	4,721	664	3
Tulare	Ash Mountain	40343	2,741	1,976	4
Tulare	Grant Grove	43551	6,844	155	2
Tulare	Lemon Cove	44890	2,336	1,939	4
Tulare	Lindsay	44957	2,505	1,707	4
Tulare	Lodgepole	45026	8,399	31	1
Tulare	Porterville	47077	2,053	2,246	5
Tulare	Three Rivers Edison PH1	48917	2,615	1,983	4
Tulare	Visalia	49367	2,588	1,685	4
Tuolumne	Cherry Valley Dam	41697	4,942	656	3
Tuolumne	Hetch Hetchy	43939	4,740	619	3
Tuolumne	Sonora R S	48353	3,618	1,030	4
Ventura	Ojai	46399	2,092	989	4
Ventura	Oxnard (Camaril	46569	1,935	404	4
Ventura	Santa Paula	47957	1,904	602	4
Yolo	Brooks Farnham Ranch	41112	2,815	1,393	4
Yolo	Davis 2 WSW Exp Farm	42294	2,853	1,127	4
Yolo	Winters	49742	2,527	1,640	4
Yolo	Woodland 1 WNW	49781	2,683	1,417	4
Yuba	Dobbins 1 S	42456	3,418	969	4
Yuba	Marysville	45385	2,488	1,687	4
Yuba	Strawberry Valley	48606	5,298	312	3

Reference: National Oceanic & Atmospheric Administration (NOAA), Annual Degree Days to Selected Bases, 1971-2000, Released 6/20/02.

If a city or a nearby location where the services are being provided is not listed herein, Subgrantees should contact the local building department to determine the annual heating and cooling degree days. If this information is not available locally, Subgrantees shall exercise their best judgment based on information from similar climate areas.

* There was no weather station available for Sutter County from the NOAA listing used. HDD and CDD were calculated by using an average between Red Bluff (47292) and Sacramento 5 ES (47633).