DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
P.O. Box 1947
Sacramento, CA 95812-1947
(916) 576-7109
(916) 263-1406 (FAX)
(916) 263-1402 (TDD)

December 29, 2010

To All Department of Energy Weatherization Assistance Program Contractors:

2009/2010 Department of Energy Weatherization Assistance Program (DOE WAP) Contract Amendment

Enclosed is your agency's contract packet for the 2009/2010 Department of Energy Weatherization Assistance Program Contract Amendment. It includes two complete copies of the contract amendment changes (face sheet, exhibits, and attachments). In order to expedite the execution of your contract packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ❒ Submit a governing board resolution with an **original signature of your board's authorized representative**. The board's resolution must identify whom it has authorized to sign the 2009/2010 DOE WAP contract and any amendments.

- ❒ Complete the section labeled "CONTRACTOR'S NAME" on both face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. Ensure that your agency's authorized representative has signed both face sheets.

- ❒ The following exhibits are part of the contract packet. Please complete, sign, and return both copies with the contract packet.

  EXHIBIT A, 2009 DOE WAP, is changed as follows in the attached EXHIBIT A, 2009/2010 DOE WAP.

  EXHIBIT B, 2009 DOE WAP, is changed as follows in the attached EXHIBIT B, 2009/2010 DOE WAP.

  EXHIBIT B, Attachment I, 2009 DOE WAP, is changed as follows in the attached EXHIBIT B, Attachment I, 2009/2010 DOE WAP.

  EXHIBIT B, Attachment II, 2009 DOE WAP, is changed as follows in the attached EXHIBIT B, Attachment II, 2009/2010 DOE WAP.

  EXHIBIT D, 2009 DOE WAP, is changed as follows in the attached EXHIBIT D, 2009 DOE WAP.

  EXHIBIT D, Attachment II, 2009 DOE WAP, is changed as follows in the attached EXHIBIT D, Attachment II, 2009/2010 DOE WAP.

  EXHIBIT E, 2009 DOE WAP, is changed as follows in the attached EXHIBIT E, 2009 DOE WAP.

  EXHIBIT F, 2009 DOE WAP, is changed as follows in the attached EXHIBIT F, 2009 DOE WAP.

EXHIBIT F, Attachment IV, 2009 DOE WAP, is added as follows in the attached EXHIBIT F, Attachment IV, Training Requirements and DOE – Approved Priority List, 2009/2010 DOE WAP.

- ❒ Do not use correction fluid or tape. If a correction to any page is necessary, please contact your Field Representative. If you need to reproduce contract pages, please do so single-sided only.

- ❒ When you return the contract packet to CSD, please arrange all pages, including the face sheets, exhibits, and all attachments, in the same order in which you received them. Include your board roster, bylaws, resolution, and minutes as applicable; insurance and fidelity bond documents; advance request; and, if desired, a transmittal letter, but do not staple or otherwise attach these documents to the contracts themselves.

- ❒ Please return your completed contract packet within 30 days (45 days for public agencies) to:

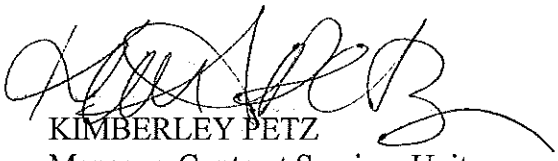
  Contract Services Unit
  Department of Community Services and Development
  P.O. Box 1947
  Sacramento, CA 95812-1947

  When sending documents via overnight mail, please use CSD's street address as shown on the face sheet.

Please keep in mind that in order for CSD to execute your contract, all of your agency's contract documents must be **complete**. Authorized persons must sign both face sheets and applicable exhibits and attachments. Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must be current or replaced. Coverage must include workers' compensation insurance, fidelity bond, general liability, and vehicle insurance.

If you have questions regarding the contracting process or insurance coverage, you may contact Abigail Churchill of my staff at (916) 576-5316. For questions regarding the board roster, bylaws, resolution, and minutes; reporting forms; or any other requirements, please contact your Field Representative.

Sincerely,



KIMBERLEY PETZ
Manager, Contract Services Unit

KP:ac
Enclosures

2. EXHIBIT A, 2009 DOE WAP, is changed as follows in the attached EXHIBIT A, 2009/2010 DOE WAP.

3. EXHIBIT B, 2009 DOE WAP, is changed as follows in the attached EXHIBIT B, 2009/2010 DOE WAP.

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6. EXHIBIT D, 2009 DOE WAP, is changed as follows in the attached EXHIBIT D, 2009 DOE WAP.

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8. EXHIBIT F, 2009 DOE WAP, is changed as follows in the attached EXHIBIT F, 2009 DOE WAP.

9. EXHIBIT F, Attachment IV, 2009 DOE WAP, is added as follows in the attached EXHIBIT F, Attachment IV, Training Requirements and DOE – Approved Priority List, 2009/2010 DOE WAP.

All other terms and conditions shall remain unchanged.

2009/2010 DOE WAP Amendment
Replacement Pages
Effective 6/30/10

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State of California
Department of Community Services and Development
FY 2010 DOE Allocation
Administration, Training & Technical Assistance, and Health & Safety

	County/Service Area	Contract Number	1 Total Allocation (Contract)	2 2009 Initial Contract PCA 25209	3 2009 Carry Forward PCA C5109	4 2007 Carryover PCA C2074	5 2008 Carryover PCA C2084	6 2010 New Funding PCA 25B10	7 Allowable Admin	8 Allowable T&TA	9 Allowable H&S 25%
	Alameda Co.										
1	Area A - City of Berkeley	09C-1751	72,103	54,001	0	0	0	18,102	4,220	3,734	16,038
2	Area B - Spectrum Community Services, Inc.	09C-1752	475,962	344,283	0	77	116	131,486	28,224	36,772	102,226
3	Amador/Tuolumne Service Area - Amador-Tuolumne CAA										
	Amador		25,611	18,905	0	0	0	6,706	1,498	1,301	5,703
	Calaveras		39,287	29,728	0	0	0	9,559	2,295	1,983	8,753
	Tuolumne		46,381	34,054	0	0	0	12,327	2,713	2,362	10,326
	Service Area Total	09C-1753	111,279	82,687	0	0	0	28,592	6,506	5,646	24,782
4	Butte Co. - CAA of Butte County, Inc.	09C-1754	189,604	141,813	0	0	0	47,791	11,093	9,786	42,182
5	Colusa Service Area - Glenn Co. Human Resource Agency										
	Colusa		19,330	14,398	0	0	0	4,932	1,150	1,507	4,168
	Glenn		27,573	20,444	0	0	0	7,129	1,642	2,148	5,946
	Trinity		20,970	15,259	0	2	4	5,705	1,245	1,625	4,511
	Service Area Total	09C-1755	67,873	50,101	0	2	4	17,766	4,037	5,280	14,625
6	Contra Costa Co. - Contra Costa Employment & Human Services	09C-1756	350,294	262,268	0	0	0	88,026	20,848	27,333	75,528
7	Del Norte Co. - Del Norte Senior Center	09C-1757	40,953	29,423	0	5	7	11,518	2,385	1,942	9,130
8	El Dorado Service Area - El Dorado Co. Dept. of Human Services										
	Alpine		4,014	2,958	0	0	0	1,056	235	201	895
	El Dorado		149,337	110,406	0	0	0	38,931	8,730	7,475	33,283
	Service Area Total	09C-1758	153,351	113,364	0	0	0	39,987	8,965	7,676	34,178
9	Fresno Co. - Fresno Co. EOC	09C-1759	792,266	591,659	0	0	0	200,607	46,344	40,726	176,300
10	Humboldt Co. - Redwood CAA	09C-1760	165,124	123,073	0	0	0	42,051	9,801	12,239	35,771
11	Imperial Service Area - Campesinos Unidos, Inc.										
	Imperial		73,048	55,279	0	0	0	17,769	4,347	5,709	15,748
	San Diego - Area A		508,453	376,572	0	0	0	131,881	30,267	39,605	109,646
	Service Area Total	09C-1761	581,501	431,851	0	0	0	149,650	34,614	45,314	125,394
12	Inyo Service Area - IMACA, Inc.										
	Inyo		31,503	24,403	0	0	0	7,100	1,874	2,471	6,790
	Mono		29,644	22,705	0	0	0	6,939	1,763	2,322	6,390
	Service Area Total	09C-1762	61,147	47,108	0	0	0	14,039	3,637	4,793	13,180
13	Kern Co. - CAP of Kern	09C-1763	539,715	401,540	0	0	0	138,175	31,564	27,463	120,172
14	Kings Co. - Kings Community Action Organization, Inc.	09C-1764	100,966	74,526	0	0	0	26,440	5,902	5,034	22,508

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15	Lake Service Area - North Coast Energy Services										
	Lake		115,401	86,971	0	0	0	28,430	6,868	9,013	24,880
	Marin		72,139	53,630	0	0	0	18,509	4,294	5,623	15,556
	Mendocino		118,864	90,231	0	0	0	28,633	7,072	9,295	25,625
	Napa		50,743	37,577	0	0	0	13,166	3,021	3,953	10,943
	Solano		140,474	104,646	0	0	0	35,828	8,362	10,952	30,290
	Sonoma		172,441	128,112	0	0	0	44,329	10,265	13,439	37,185
	Yolo		132,525	99,089			0	33,436	7,887	10,338	28,575
	Service Area Total	09C-1765	802,587	600,256	0	0	0	202,331	47,769	62,613	173,054
16	Lassen Co. - Lassen Economic Development Corporation	09C-1766	49,030	36,339	0	0	0	12,691	2,867	2,470	10,924
	Los Angeles Co.										
17	Area A - CES	09C-1767	955,511	717,177	0	0	0	238,334	56,865	74,586	206,015
18	Area B - Maravilla	09C-1768	993,128	755,077	0	0	0	238,051	59,088	77,681	214,090
19	Area C - PACE	09C-1769	765,778	568,413	0	0	0	197,365	45,584	59,672	165,130
20	Area D - Long Beach CSDC	09C-1770	1,550,414	1,265,022	0	0	0	285,392	88,473	100,632	332,630
21	Mariposa Co. - Mariposa Co. Dept. of Human Services	09C-1771	26,592	20,117	0	0	0	6,475	1,557	1,414	5,905
22	Merced Service Area - Merced Co. CAA										
	Madera		117,809	89,575	0	0	0	28,234	6,889	6,054	26,216
	Merced		191,108	141,444	0	0	0	49,664	11,185	9,893	42,508
	Service Area Total	09C-1772	308,917	231,019	0	0	0	77,898	18,074	15,947	68,724
23	Modoc Co. - Redwood CAA	09C-1773	22,873	16,981	0	0	0	5,892	1,362	1,782	4,933
24	Nevada Co. - Nevada Co. Dept. of Housing & Community Services	09C-1774	90,678	69,390	0	0	0	21,288	5,394	7,100	19,547
25	Orange Co. - CAP of Orange Co.	09C-1775	654,557	485,704	0	0	0	168,853	38,963	51,001	141,148
26	Placer Co. - Project Go, Inc.	09C-1776	117,749	83,988	0	20	30	33,711	6,846	5,490	26,223
27	Plumas Service Area - Plumas Co. CDC										
	Plumas		40,852	29,647	0	6	8	11,191	2,424	3,161	8,781
	Sierra		5,712	4,194	0	0	0	1,518	340	444	1,232
	Service Area Total	09C-1777	46,564	33,841	0	6	8	12,709	2,764	3,605	10,013
28	Riverside Co. - CAP of Riverside Co.	09C-1778	725,562	552,737	0	0	0	172,825	43,167	56,771	156,406
29	Sacramento Service Area - CRP, Inc.										
	Sacramento		741,998	545,005	0	27	41	196,925	44,165	57,707	159,980
	Sutter		65,224	48,982	0	0	0	16,242	3,882	5,092	14,062
	Yuba		68,545	51,256	0	0	0	17,289	4,079	5,348	14,780
	Service Area Total	09C-1779	875,767	645,243	0	27	41	230,456	52,126	68,147	188,822

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30	San Bernardino Co. - CAP of San Bernardino Co.	09C-1780	884,638	669,026	0	0	0	215,612	52,639	69,136	190,716
31	San Diego Co. - Area B - MAAC	09C-1781	284,900	208,850	0	15	23	76,012	16,950	22,139	61,396
32	San Francisco Co. - EOC of San Francisco	09C-1782	365,280	251,060	0	165	247	113,808	21,016	15,622	80,921
33	San Joaquin Co. - Dept. of Aging, Children's & Community Services	09C-1783	434,660	325,756	0	0	0	108,904	25,868	33,920	93,718
34	San Luis Obispo - CAP of San Luis Obispo County, Inc.	09C-1784	114,582	84,645	0	0	0	29,937	6,699	5,724	25,540
35	San Mateo - CRP, Inc.	09C-1795	196,898	0	145,999	0	0	50,899	11,720	15,340	42,460
36	Santa Barbara Co. - CAC of Santa Barbara Co.	09C-1786	199,305	146,387	0	7	11	52,900	11,863	15,501	42,972
37	Santa Clara County - Sacred Heart Community Service	09C-1787	443,533	331,211	0	0	0	112,322	26,399	34,594	95,636
38	Santa Cruz Service Area - Central Coast Energy Services										
	Monterey		237,009	175,191	0	0	0	61,818	14,109	18,455	51,112
	San Benito		22,947	17,262	0	0	0	5,685	1,366	1,791	4,948
	Santa Cruz		147,332	109,287	0	0	0	38,045	8,770	11,479	31,771
	Service Area Total	09C-1788	407,288	301,740	0	0	0	105,548	24,245	31,725	87,831
39	Shasta/Tehama Service Area - SHHIP, Inc.										
	Shasta		183,796	136,872	0	0	0	46,924	10,754	9,500	40,886
	Tehama		70,293	53,187	0	0	0	17,106	4,110	3,618	15,641
	Service Area Total	09C-1789	254,089	190,059	0	0	0	64,030	14,864	13,118	56,527
40	Siskiyou Co. - Great Northern Corporation	09C-1790	118,663	89,428	0	0	0	29,235	6,946	6,248	26,367
41	Stanislaus Co. - CVOC, Inc.	09C-1791	280,532	207,455	0	0	0	73,077	16,401	14,056	62,519
42	Tulare Co. - CSET, Inc.	09C-1792	408,657	303,145	0	0	0	105,512	23,895	20,629	91,034
43	Ventura Co. - Community Action of Ventura Co., Inc.	09C-1793	214,313	159,465	0	0	0	54,848	12,756	16,706	46,213
	TOTALS		16,295,183	12,097,228	145,999	324	487	4,051,145	961,300	1,137,107	3,539,428

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. SCOPE OF WORK

Contractor agrees to provide Weatherization (WX) assistance to eligible participants residing in the service area described in Exhibit A, 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. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest income and highest energy costs or needs in relation to income.

2. COMPLIANCE

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

A. The Energy Conservation in Existing Buildings Act of 1976, 42 U.S. C. §§ 6851 et seq., and 10 Code of Federal Regulation (CFR) Part 440;

B. The Single Audit Act, 31 U.S.C. §§ 7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements.

C. The federal Procurement requirements for Energy contracts, 10 CFR 600.236.

D. Applicable Intellectual Property Provisions for federal financial assistance awards specified in 10 CFR 600.136 and at http://www.gc.gov/financial assistance awards.htm.

3. REQUIREMENTS, STANDARDS, AND GUIDELINES

The federal government directs the State to establish fiscal control and fund accounting procedures regarding DOE funds. Federal law also directs the State to ensure that the cost and accounting standards of the Office of Management Budget (OMB) apply to recipients of DOE funds. Therefore, Contractor agrees to apply all of the requirements, standards and guidelines contained in the following authorities, as they may be amended from time to time, to all of the procurement, administrative and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement:

A. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Energy (DOE) at 10 CFR Part 600 Subpart C;

EXHIBIT A
(Standard Agreement)

B. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations), as codified by DOE at 10 CFR Part 600 Subpart B;

C. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments);

D. OMB Circular A-122 (Cost Principles for Non-Profit Organizations)

E. OMB Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations)

Contractor further agrees to execute and abide by all requirements in California Contractors Certification Clause 307 (CCC-307).

The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov.

4. SERVICE AREA

The services shall be performed in the following service area:

(INSERT)

5. CATALOG NUMBER OF FEDERAL DOMESTIC ASSISTANCE

The DOE WAP Catalog of Federal Domestic Assistance number is 81.042. Award made available through the United States Department of Energy.

6. ADDRESS FOR THE STATE

Send all correspondence and fiscal and programmatic reports to:

State Agency:	Department of Community Services and Development
Section/Unit:	Field Operations
Address:	P.O. Box 1947 Sacramento, CA 95812-1947
Hand Delivery:	2389 Gateway Oaks Dr. Sacramento, CA 95833
Phone:	(916) 576-7109
Fax:	(916) 263-1406

EXHIBIT A
(Standard Agreement)

7. CSD shall provide Contractor with specific program requirements which shall be binding on the Contractor as a condition of the Contractor's participation in the DOE WAP, and as a condition of receipt of finds under the program, PROVIDED:

   A. That such additional requirements shall be issued by CSD in writing in the form of "CSD DOE WAP Program Guidance No. XX" posted at http://www.csd.ca.gov.

   B. That such additional requirements shall be issued by CSD in the most timely and expeditious manner practicable;

   C. That such additional requirements shall be reasonably necessary to realize the purposes of the DOE WAP;

   D. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Agreement;

   E. That the parties' failure to execute a mutually acceptable amendment, as contemplated in subparagraph 4.D above, in a reasonable period of time, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and

   F. That upon CSD's good faith determination, delivered to the Contractor by written notice that Agreement between the parties to any necessary amendment as contemplated in subparagraph B., 4) above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under State and Federal law.

8. Notwithstanding the provisions of paragraph 4., above, Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 4, should Contractor determine that any subsequent grant guidance or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Contractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner.

   A. Such notice of termination shall be in writing and shall be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.

EXHIBIT A
(Standard Agreement)

B. Notice shall contain a statement of the reasons for termination with reference to the specific provision(s) in the grant guidance or proposed amendment in question.

C. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the grant guidance and contract provisions in effect at the time the cost was incurred.

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. Working Capital Advance and Major Purchase Advances

1) *Working Capital Advance* (WCA)

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

a. the time elapsing between the transfer of funds and the disbursement or expenditure of the funds by Contractor is minimized; and

b. Contractor's financial management systems are compliant with the provisions of this Agreement and the standards for fund control and accountability as established in OMB Circular A-133 and in the Model Federal Advance Requirements as defined in subparagraph c., below with particular reference to 10 CFR 600.121.

EXHIBIT B
(Standard Agreement)

c. Working Capital Advance (WCA) Requirements include the following standards:

i. The WCA shall be for the minimum amounts necessary – timed in accordance with Contractor's immediate cash requirements – which will enable Contractor to carry out the purposes of this Agreement;

ii. The *Model Federal Advance Requirements* are hereby incorporated by reference and adopted by the parties, for purposes of guiding and informing WCA requirements under the Agreement. The "Model Federal Advance Requirements" are defined as the provisions set out in the Code of Federal Regulations (CFR), Title 10, Chapter II, Sections 600.122, 600.220 and 600.221; and

iii. Guidance issued by the State regarding the scheduling of the WCA and the disbursement or expenditure of the funds by Contractor, while conforming to the requirements of subparagraphs 1) and 2) of the present Paragraph B, shall also take into account the practical requirements and limitations of efficient administration and the effective implementation of this Agreement by both Contractor and the State.

d. In order to effect the purposes and requirements of subparagraphs 1) a. and b. above, the State has established the following general provisions in order to give effect to the WCA Requirements set out in this Agreement and in such supplemental guidance as may be issued:

i. To ensure a minimal lapse of time between the transfer of funds, and the disbursement or expenditure by Contractor, and to effect both the consolidation of advance requests and optimal administration of advance payments, the WCA will be based on Contractor's reasonable quarterly projections of anticipated expenditures allowable under the terms of this Agreement;

ii. The WCA request shall be: 1) submitted in advance of the beginning of the quarter, in accordance with CSD's guidance; and 2) is subject to CSD's review and approval;

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iv. Upon approval of the WCA request, a payment will be issued to Contractor, which shall be limited to one-third of the Contractor's quarterly projection of anticipated expenditures;

v. At the beginning of the second month Contractor shall submit its request for reimbursement of the actual expenses incurred in the first month of the quarter. Upon approval of the expenditures by CSD, a reimbursement check will be issued;

vi. Similarly, at the beginning of the third month Contractor shall submit its request for reimbursement of the actual expenses incurred in the second month of the quarter. Upon approval of the expenditures by CSD, a reimbursement check will be issued;

vii. At the end of the quarter the WCA will be reconciled as follows:

1. Actual expenses incurred in the third month of the quarter, as reflected in Contractor's request for reimbursement, shall be deducted from the WCA;

2. If the WCA was greater than the reimbursement request for the third month, as approved by CSD, then the difference will be deducted from the WCA issued for the first month of the subsequent quarter;

3. If the WCA was lesser than the reimbursement request for the third month, as approved by CSD, then the difference will be added to the WCA issued for the first month of the subsequent quarter;

4. Should Contractor elect not to request a WCA in the subsequent quarter, the excess or shortfall specified in subparagraphs 2 and 3, above, shall be deducted from or added to the next reimbursement payment to Contractor, as appropriate;

5. In accepting a WCA, Contractor agrees to submit monthly reimbursement requests until such time as the WCA has been repaid; and

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6. Should Contractor fail to conduct sufficient activity to generate reimbursement requests adequate to repay the outstanding WCA balance in full within 30 days of the end of the quarter, CSD may demand repayment and/or take other appropriate action to ensure timely repayment of the WCA.

viii. If, at the end of the contract term Contractor has received WCA payments in excess of requests for reimbursement that have been approved by CSD, Contractor shall promptly remit the excess balance owed.

ix. Contractor's request for a WCA shall be made in accordance with procedural guidance issued by CSD;

x. Upon receipt of the WCA funds, Contractor shall deposit the funds in an interest-bearing advance account, in accordance with the provisions of this Agreement and Federal and State law. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds by CSD; and

xi. In the event the State determines that Contractor has used the WCA for reimbursement of expenses that are not allowable under the terms of this Agreement and/or under Federal and State law, the State may, in accordance with the applicable provisions of the CFR, compel Contractor to repay any WCA monies wrongfully used and/or may make such adjustments in future payments to Contractor as it deems appropriate in order to rectify such misuse of WCA funds.

2) *Major Purchase Advances*

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

a. Request must be completed via CSD 144 and CSD 144-R.

b. Limited to purchase of items in excess of $5,000.

c. No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD.

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d. Procurement must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558).

e. Advance repayment for Major Purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144-R) must reflect one-hundred percent (100%) liquidation in the month following the expected date of purchase.

f. Major Purchase advance requests will not be granted unless Contractor has fully complied with the obligations and conditions of any Working Capital Advance (WCA) Contractor has received.

2. BUDGET GUIDELINES

A. Budget and Allocation Forms

1) Upon execution of this Agreement, Contractor shall submit the 2009 DOE Weatherization Budget (CSD 570) attached to this EXHIBIT B, based on the Maximum Amount of this Agreement in accordance with the accompanying instructions and other applicable provisions of this Agreement.

2) In the event the DOE annual grant award is yet to be determined and CSD funds this Agreement based on Continuing Resolution appropriations, Contractor shall complete the budget and allocation forms using the Estimated Budget Allocation amount as defined in EXHIBIT G. When this Agreement is amended to reflect the Final Allocation, the budget and allocation formula shall be amended to reflect the actual annual allocation.

B. Advance Payments

1) Upon written request by the Contractor, the State may issue one working capital advance in an amount not to exceed twenty-five percent (25%) of the total amount of this Agreement. Contractor shall submit an advance payment request and repayment schedule agreement on CSD Form 144 and Form 144-R.

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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 twenty-five percent (25%) of the total amount of this Agreement. Subsequent advance payments may be authorized by the State if Contractor requests such an advance payment and repayment schedule agreement on CSD Form 144 and Form 144-R 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 in accordance with the advance repayment schedule agreement (CSD Form 144-R) fully executed by Contractor and CSD. The repayment schedule must include the provisions that no less than thirty percent (30%) of the advance be repaid no later than the 3rd monthly fiscal expenditure reporting following issuance of the advance and no less than one-hundred percent (100%) of the advance be repaid no later than the sixth (6th) monthly fiscal expenditure report following issuance of the advance.

   In the event any given month's scheduled repayment or portion of a month's repayment cannot be repaid due to an expense reimbursement request insufficient to cover the scheduled payment, the amount that is left unpaid will be added to the following month's scheduled repayment. At such time that Contractor has achieved thirty percent (30%) repayment, Contractor may elect to restructure the repayment of the advance, through resubmission of CSD Form 144-R. Any advance repayment revision must still provide for one-hundred percent (100%) of the advance repayment by the sixth (6th) month following the issuance of the advance. In the event that less than one-hundred percent (100%) of the advance is not repaid by the sixth (6th) month following the issuance of the advance as agreed, CSD will initiate full liquidation of subsequent expense reimbursements beginning in the seventh (7th) month following the issuance of the advance and continuing each month until the advance is paid in full.

4) Major Purchase Advances

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

   a. Request must be completed via CSD Form 144 and 144-R.

   b. Limited to purchase of items in excess of $5,000.

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c. No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD and CSD has obtained DOE approval.

d. Procurement must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558).

e. Advance repayment for Major Purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144-R) must reflect one-hundred percent (100%) liquidation in the month following the expected date of purchase.

f. Major Purchase advance requests will not be granted until such time as no less than fifty percent (50%) of the initial capital advance has been paid back and the total amount of all outstanding balances never exceeds twenty-five percent (25%) of the remaining contract balance.

C. Non-advance Payments and Offsets

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

D. Interest on Advances

Contractor shall deposit all advances in an interest-bearing account. Interest accrued over $100 per year, if Contractor is a government entity, or $250 per year, if contractor is a nonprofit, shall be reimbursed by check to the federal government pursuant to 10 CFR 600.122(l) and 600.221(i).

3. ALLOWABLE COSTS

A. Cost Reporting

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

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

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

B. Administrative

1) General

a. Administrative costs shall not exceed the amounts as set forth in the 2009 DOE Allocation Spreadsheet. Contractor shall not use funds provided under this Agreement to cover administrative costs incurred under the Community Services Block Grant (CSBG).

b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff and related facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, costs associated with the issuance of payroll 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). Approval is contingent upon CSD's determination that the additional amount is needed to effectively implement the administrative requirements of the program.

2) Local governments shall use 2 CFR Part 225 (OMB Circular A-87 – Cost Principles for State and Local Governments) as a guide for determining administrative costs.

3) Private, nonprofit corporations shall use 2 CFR Part 230 (OMB Circular A-122 – Cost Principles for Nonprofit Organizations) as a guide for determining administrative costs.

4) Travel and per diem costs related to the participation and attendance at policy advisory committees and work groups will be reimbursed by CSD as an administrative cost, upon submittal of an allowable claim to CSD.

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C. Program Costs

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).

1) General/Operating Expenses

General and operating expenses shall mean those actual costs associated with the direct delivery of services and related facilities, office and computer equipment, office supplies, telephone, travel and utilities that are directly allocable to those activities defined as allowable program costs.

2) Client Education/Counseling Services

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

3) Liability Insurance

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

4) Outreach

Outreach shall include those actual costs associated with outreach, its related services and training.

5) Training and Technical Assistance

a. Training and technical assistance shall not exceed the actual 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.

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c. Crew members participating in on-the-job training or acting in a helper role shall be expensed to training and not to the installation of measures. The length of time for on-the-job training shall be in accordance with the Contractor's internal training program.

d. Training and technical assistance shall include costs associated with the training of personnel or subcontractors to perform program activities related to outreach, intake, client education, and weatherization training. The completion of Weatherization-related training includes: Basic Weatherization Training, CSD Online Training Courses, Duct Sealing/Blower Door Training, and Combustion Appliance Safety Training. Training may also include internal Contractor training, safety training, attendance of weatherization-related training to include ServTraqLITE or other forms of training to aid the development and skill of staff in utilizing and supporting internal program automation systems, and/or workshops sponsored by DOE, CSD, and/or other organizations offering a component of weatherization training.

e. Training and technical assistance funds may also be used to train Contractor's subcontractors participating in the program and excludes on-the-job training. In making the determination to pay for subcontractor training, Contractor should secure a retention agreement in exchange for the training. The subcontract agreement should stipulate that the subcontractors will work in the program, for a minimum of 12 months. The training costs are limited to travel, admission and materials.

f. Training is limited to agency or subcontractor personnel who will be performing weatherization services directly funded by DOE WAP.

6) Minor Vehicle and Field Equipment Less Than $5,000 – Acquisition Costs

Acquisition costs shall mean the actual costs associated with the purchase of vehicle and field and office equipment under $5,000 per unit used for the purpose of delivery of direct services.

7) Major Vehicle and Field Equipment More Than $5,000– Acquisition Costs

a. Acquisition costs shall mean the actual costs associated with the purchase of vehicle and field and office equipment over $5,000 per unit used for the purpose of delivery of direct services.

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b. CSD and DOE must pre-approve purchases or lease-purchase option of vehicles and field and office equipment with a total value greater than $5,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

8) Vehicle Insurance

Vehicle Insurance shall mean those actual costs incurred for vehicle insurance of vehicles used in the direct delivery of services.

9) 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.

10) 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.

11) Direct Program Activities

a. Direct Program Activities shall mean those actual costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include labor, materials, subcontractors, lead-safe weatherization materials, and other program costs. These costs shall represent the cumulative total of expenditures from the separate Direct Program Activities section of the DOE Monthly Expenditure Report.

b. Other Program Costs shall include actual wages and labor hours for field staff while not on the job site and program management and support staff, lodging and per diem for field staff, fees for permits, disposals and HERS raters, Historic Preservation Reviews, and maintenance of vehicle and equipment in support of direct delivery of services and related facilities, utilities, office and computer equipment, telephone, travel, program and supervision and office supplies.

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12) Health & Safety Activities

a. Health & Safety Activities shall mean those costs associated with installation of measures classified as health and safety measures and to include labor, materials and subcontractors. These costs shall represent the cumulative total of expenditures from the separate Health & Safety Activities section of the DOE Monthly Expenditure Report.

b. Contractor shall apply no more than 25 percent of the total program operations funds expended toward mitigating health and safety hazards based on heating and cooling services. Costs in excess of 25 percent of the total program operations funds may be disallowed.

4. REIMBURSEMENT GUIDELINES

A. General

1) Contractor may claim reimbursement for weatherization-related activities under the terms of this Agreement as documented on the Contractor's assessments and job worksheets as described in EXHIBIT F, PROGRAMMATIC PROVISIONS, RECORD-KEEPING RESPONSIBILITIES, Client Files – Weatherization.

2) Reimbursement for Weatherization shall be claimed only once when LIHEAP, DOE, or any other funding source, are used concurrently in the same unit. Contractor shall ensure that duplicate billings for the same product or service do not occur.

a. All completed units shall be submitted for payment within 90 days of completion or by the due date of the last reporting period of this agreement, whichever is less. A completed unit shall not be carried over into another contract period.

b. Contractor is prohibited from leveraging funds from American Recovery and Reinvestment Act (ARRA) DOE with standard DOE in any single dwelling.

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B. Dwelling Maximums

1) Contractor shall be entitled to obtain a maximum average reimbursement of $6,500 per dwelling unit weatherized for applying the conservation measures and activities described in-EXHIBIT B, BUDGET DETAIL AND PAYMENT PROVISIONS, ATTACHMENT II, Reimbursement Rates for Weatherization Activities.

2) 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 $6,500 per dwelling unit.

3) At the Contractor's discretion, Contractor may elect not to provide a weatherization measure in the event the total cost exceeds the maximum cost reimbursement for the measure or the accumulative total of all measures exceeds the maximum average reimbursement of $6,500 per dwelling unit.

4) 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.

5) 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.

C. Measure Reimbursement

1) For those weatherization measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of weatherization staff, materials and subcontracted services up to the maximum reimbursement allowable.

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

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3) Weatherization measure costs or quantities exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure, minor envelope repair, or another CSD or non-CSD program.

4) When costs for a measure exceed the maximum cost reimbursement, labor hours and/or quantity limits allowed for a health and safety measure as described in EXHIBIT B, ATTACHMENT II, Contractor shall obtain prior written approval from CSD to exceed the maximum limitations for health and safety measures. However, in no case will Contractor be able to exceed the contract allocation for Health and Safety as shown on the 2009 DOE Allocation Spreadsheet.

5) When it is determined during an assessment that the weatherization measures to be installed will exceed the allowable costs for a measure and/or quantity limits as described in Exhibit B, Attachment II, Contractor may opt to defer the measure or may conduct an audit to determine if the measure meets the allowable SIR. If it does not meet allowable SIR, the measure will not be allowable under the DOE ARRA program.

6) Labor Reimbursement

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

   b. 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 and labor costs incurred by crew members.

   c. Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses.

7) Assessments and Diagnostics

   a. Contractor may claim reimbursement for one full dwelling assessment for each instance of weatherization services including initial weatherization and reweatherization services.

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b. 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.

c. 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 testing that were performed.

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

e. Waivers from CSD shall be required for any assessments and diagnostic testing or health and safety and weatherization measure with a cost that will exceed the maximum reimbursements allowable.

8) Heating and Cooling Appliance Repair and Replacement

For health and safety reasons:

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

b. Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization component; 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 within that building envelope.

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D. Other Program Costs

1) Wages – Field Staff

Contractor shall request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, building and prepping of weatherization materials away from the job site and downtime.

2) Wages – Program Management and Support

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

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

3) Payroll Taxes

a. Reported costs shall include payroll taxes associated with field, program management and support staff that are allocable to the program.

b. Reported costs shall not include payroll taxes associated with wages allocable to administrative costs.

4) Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem rates as described in EXHIBIT D, SPECIAL TERMS AND CONDITIONS, Section 1 – Travel and Per Diem.

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5) Disposal, HERS Rater and Permit Fees

Contractor may claim reimbursement for disposal, HERS rater and permit fees and associated expenses incurred by the Contractor and their subcontractor.

6) Vehicle and Equipment Repair and Maintenance

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

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

7) Historic Preservation Reviews

Historic Preservation Reviews means those expenses associated with the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

E. Clearance Inspections for HUD Units

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

F. Leveraging

1) Contractor may perform services and install energy conservation measures as per this Agreement and in accordance with requirements of another CSD and non-CSD funding source concurrently in the same dwelling as feasible and in the best interest of the client; however:

a. Contractor may not leverage DOE program funded weatherization service or related activity with ARRA DOE WAP funding.

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

c. Contractor may not claim duplicate reimbursement for the same costs charged to a CSD program with any other public or privately funded program.

d. Contractor may claim reimbursement for outreach and intake only once when DOE, LIHEAP and non-CSD program funds are used concurrently in the same unit.

2) When the total reimbursement for a measure is contracted under a non-CSD program and the reimbursement is intended to cover the entire costs of the contracted service, then all related costs associated with the installed measure shall be charged to that non-CSD program. Additional costs to facilitate or to offset cost deficits for the measure shall not be charged to CSD energy programs.

G. Dwelling Status

1) Completed Units

a. 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 including post-weatherization inspections. Contractor shall not bill for incomplete units or prematurely close a unit with outstanding measures in order to receive reimbursement for work completed. If there are measures found to be nonfeasible by crew members after the initial assessment, the reason for the nonfeasibility shall be documented in the client file and the dwelling shall be considered completed.

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b. 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.

2) Unweatherized Dwellings

a. 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.

b. 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.

3) Previously Weatherized Dwellings

a. 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.

b. Contractor shall report a previously weatherized dwelling as a reweatherized unit and not include the dwelling as a completed unit or report the dwelling and client demographics.

H. Disaster Relief

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

2) Reimbursement shall be limited to a maximum average reimbursement of $6,500 per dwelling unit.

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5. REPORTING REQUIREMENTS

A. Federal Funding Accounting Accountability and Transparency Act (FFATA)

In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractor shall provide to CSD an up-to-date list of the names and total compensation of each of Contractor's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD.

B. Monthly Reports

1) Contractor shall complete and submit to CSD, Contractor's expenditures and activities for Weatherization by entry onto the web-based, Expenditure Activity Reporting System (EARS). The monthly reports shall be submitted and received by-CSD on or before the fifteenth (15th) calendar day following the reporting period, irrespective of the level of activity or amount of expenditure in the preceding period.

2) Expenditures for Weatherization shall be reimbursed through the DOE Monthly Weatherization Expenditure/Activity Report via EARS.

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

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

5) Contractor shall also submit to CSD the physical addresses for recipients of services under Weatherization for the monthly period in which the service activity occurred and reimbursement for the service activity is requested.

a. Contractor shall submit the monthly reporting of client service addresses separately from the EARS monthly activity/ reimbursement reporting by completing the CSD 767, Monthly Service Address Report.

b. The report shall be sent electronically to the CSD Help Desk at SART@csd.ca.gov on or before the fifteenth (15th) calendar day following the reporting period in which direct service activity occurs.

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c. The monthly DOE Weatherization Expenditure/Activity Report will not be processed until the Monthly Service Address Report has been reviewed and approved by CSD

C. Annual Reports

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

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 June 30, 2010 through June 30, 2011 and is due July 15, 2011.

2) DOE Annual Leveraging Report (CSD 523)

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 June 30, 2010 through June 30, 2011 and is due July 15, 2011.

D. CSD Review

1) CSD 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 compliance of material requirements of this Agreement.

E. Close-out Report

1) Contractor shall submit, on the appropriate CSD forms, a close-out report verifying all actual, allowable, and allocable costs expended during the term of this Agreement and return all 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.

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b. Any Administrative, Health and Safety, and Training and Technical assistance costs that exceed these limits shall be disallowed and returned to CSD within 90 calendar days after the expiration of this Agreement.

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

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

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

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

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

3) Unexpended Funds

a. Contractor shall use the 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. SCHEDULE OF ATTACHMENTS

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

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

B. ATTACHMENT II REIMBURSEMENT RATES FOR WEATHERIZATION ACTIVITIES.

State of California
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
CSD 570 (Rev. 12/17/2010)

EXHIBIT B - ATTACHMENT I
2009 DOE WEATHERIZATION BUDGET

Contractor Name:		Contract Number: 09-	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	$
2.	Administrative Equipment (More than $5,000)	
3.	**TOTAL ADMINISTRATIVE COSTS (Total of Lines 1 and 2 - Not to exceed allocated amount)**	$
20 - PROGRAM COSTS		
1.	Client Education	$
2.	Liability Insurance	
3.	Outreach	
4.	Training and Technical Assistance (Not to exceed allocated amount)	
5	Historic Preservation Reviews	
6	Minor Vehicle and Field Equipment (Less than $5,000)	
7	Major Vehicle and Field Equipment (More than $5,000)	
8	Vehicle Insurance	
9	Workers' Compensation	
10	Intake	
11	Direct Program Activities	
12	Health & Safety (Not to exceed 25%)	
13	General/Operating Expenses	
14	**TOTAL PROGRAM COSTS (Total of Lines 1-13)**	$
30 - TOTAL COSTS (Total of Lines 1 & 14)		$

INSTRUCTIONS
EXHIBIT B – ATTACHMENT I
DOE WEATHERIZATION PROGRAM BUDGET
CSD 570 (Rev. 12/17/2010)

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.

Line 2 – Administrative Equipment - Enter the acquisition (actual cost to purchase) office equipment. These are purchases that are over $5,000.

Line 3- Total Administrative Costs – Enter the total of lines 1 and 2. This amount should not exceed the allocated amount.

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 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 budge. (See CSD 574 to apply for additional administrative funds.)

SECTION 20 – PROGRAM COSTS

Line 1 – Client Education – Enter the amount of funds allocated for client education activities.

Line 2 - 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 3 – Outreach – Enter the amount of funds allocated for Outreach.

Line 4 - 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 5 – Historic Preservation Reviews – Enter the amount of funds budgeted for the aggregation, collection and reporting of dwelling characteristic information and proposed scope of weatherization measures/services to be performed.

Line 6 – Minor Vehicles and Field Equipment (Acquisition Costs) - Enter the acquisition (actual cost to purchase) vehicle and field equipment. These are purchases that are under $5,000.

Line 7 – Major Vehicles and Field Equipment (Acquisition Costs) - Enter the acquisition (actual cost to purchase) vehicle and field equipment. These are purchases that are over $5,000. Vehicle and field equipment purchases or lease purchase option with a value over $5,000 need prior approval from CSD.

Line 8 – Vehicle Insurance – Enter the amount of funds allocated for insurance for weatherization vehicles.

Line 9 – 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 10 – Intake – Enter the amount of funds allocated for Intake.

Line 11 – Direct Program Activities – Enter the amount of funds allocated for Direct Program Activities.

Line 12 – Health and Safety – Enter the amount of funds allocated for Health & Safety not to exceed 25%.

Line 13 – General/Operating Expenditures – Enter the amount of funds allocated for Operating Expenditures.

Line14 - Total Program Costs - Enter the sum of Lines 1 through 13.

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 14. Verify the total allocation as provided by CSD.

EXHIBIT B
(Standard Agreement)
ATTACHMENT II

REIMBURSEMENTS FOR WEATHERIZATION ACTIVITIES

Line #	Measure	Type	Classification	Applicable DOE Climate Zones	Maximum Reimbursement (No Fixed Fees)	Quantity Limits Per Job	Measure Life	Footnotes
SECTION: Mandatory - Assessments/Diagnostics								
1	Dwelling Assessment	With Attic Without Attic Modified (For reweatherized dwellings)	ADS	All zones	No maximum at this time	1 assessment per dwelling unless expired	6 months	
2	Energy Audit		ADS	All zones	No maximum at this time	1 audit per dwelling	Until add'l work performed	1
3	Combustion Appliance Safety Test	Pre Post	ADS	All zones	No maximum at this time	No maximum at this time	60 days	2
4	Blower Door Test	Pre Post	ADS	All zones	No maximum at this time	No maximum at this time	Until add'l work performed	2, 3
5	Duct Leakage Test	Pre Post	ADS	All zones	No maximum at this time	No maximum at this time	Until add'l work performed	2, 4
6	Contractor Post-Weatherization Inspection		ADS	All zones	No maximum at this time	1 inspection per dwelling	Until add'l work performed	2
SECTION: Mandatory - Health & Safety (Does not require Energy Audit)								
1	Carbon Monoxide Alarm	Lithium Battery	HSM	All zones for H&S reasons only	$135 per dwelling	1 occurrence per dwelling; no maximum quantity		
2	Smoke Alarm	Lithium Battery	HSM	All zones for H&S reasons only	$67 per alarm	Limited by code		28
2	Cooling Repair	AC Wall/Window	HSM	All zones for H&S reasons only	$788 or 50% of replacement	1 repair or replacement per dwelling; primary only		5, 6, 7, 9,
		Evaporative Cooler			$726 or 50% of replacement			5, 6, 11, 12
		FAU Split System			$1742 or 50% of replacement			5, 6, 7, 9,
		Multi-Unit Central System			$788 or 50% of replacement	1 repair or replacement per MUD unit/building; primary only		5, 6, 7, 8, 10, 11, 12
3	Cooling Replacement	AC Wall/Window	HSM	All zones for H&S reasons only	$1575	1 repair or replacement per dwelling; primary only		5, 6, 7, 9, 11, 12
		Evaporative Cooler Roof			$1451			5, 6, 11, 12
		Evaporative Cooler Window/Wall			$1235			
		FAU Split System			$3483			5, 6, 7, 9, 11, 12
		Multi-Unit Central System			$1575	1 repair or replacement per MUD unit/building; primary only		5, 6, 7, 8, 11, 12
		Exterior Wall Direct Vent, Interior Wall & Floor Furnace			$1742 or 50% of replacement	1 repair or replacement per dwelling; primary only		5, 6, 10, 11, 12
		Forced Air Unit (Split System)			$2296 or 50% of replacement			5, 6, 10, 11, 12
		Mobile Home Furnace			$1631 or 50% of replacement			

EXHIBIT B
(Standard Agreement)
ATTACHMENT II

REIMBURSEMENTS FOR WEATHERIZATION ACTIVITIES

Line #	Measure	Type	Classification	Applicable DOE Climate Zones	Maximum Reimbursement (No Fixed Fees)	Quantity Limits Per Job	Measure Life	Footnotes
4	Heating Source Repair	Multi-Unit Central System	HSM	All zones for H&S reasons only	$1742 or 50% of replacement	1 repair or replacement per MUD unit/building; primary only	DOE Re-wx Rule	5, 6, 8, 10, 11, 12
		Other Types Not Listed			$2375 or 50% of replacement	1 repair or replacement per dwelling; primary only		5, 6, 10, 12, 13
		Package (Dual Pack)			$3364 or 50% of replacement			5, 6, 10, 11, 12
		Wood-Fueled			$2375 or 50% of replacement			5, 6, 10, 11, 12, 14
5	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall & Floor Furnace	HSM	All zones for H&S reasons only	$3483	1 repair or replacement per dwelling; primary only		5, 6, 11, 12
		Forced Air Unit (Split System)			$4591			5, 6, 11, 12
		Mobile Home Furnace			$3261			
		Multi-Unit Central System			$3483	1 repair or replacement per MUD unit/building; primary only		5, 6, 8, 11, 12
		Other Types Not Listed			$4749	1 repair or replacement per dwelling; primary only		5, 6, 12, 13
		Package (Dual Pack)			$6728			5, 6, 11, 12
		Wood-Fueled			$4749			5, 6, 11, 12, 14
6	Kitchen Exhaust Installation, Repair & Replacement	Range Hoods, Wall/Ceiling Mounts	HSM	All zones for H&S reasons only	$350	1 repair or replacement per dwelling		15
7	Thermostat	Manual	HSM	Zones 1 - 3 for H&S reasons only	$65 per thermostat	2 thermostats per dwelling		16,17
		Programmable		Zones 4 & 5 for H&S reasons only; Requires NEAT audit in Zones 1 - 3	$157 per thermostat in Zones 4 & 5; SIR per Energy Audit for Zones 1 - 3			
8	Water Heater Repair	Electric	HSM	All zones for H&S reasons only	$970 or 50% of replacement	1 repair or replacement per dwelling; primary only		5, 6, 12
		Gas & Propane						
		Mobile Home			$900 or 50% of replacement			
		Multi-Unit Central System			$970 or 50% of replacement	1 repair or replacement per MUD unit/building		5, 6, 8, 12
9	Water Heater Replacement	Electric	HSM	All zones for H&S reasons only	$1940	1 repair or replacement per dwelling; primary only		5, 6, 12
		Gas & Propane						
		Mobile Home			$1800			
		Multi-Unit Central System			$1940	1 repair or replacement per MUD unit/building		5, 6, 8, 12
SECTION: Mandatory - Infiltration Reduction Measures (Requires Energy Audit if cost exceeds maximum limit; to be installed in conjunction with Blower Door/Duct Blaster)								
1	Caulking	Mobile Home	INF	All zones	$90	1 occurrence per dwelling	DOE Re-wx Rule	18, 19, 20, 27
		Multi-Unit			$45			
		Single			$75			
2	Coverplate Gasket		INF	All zones; requires blower door	$33 (time and materials)	1 occurrence per dwelling		18
3	Door Repair	Exterior (All Other Types)	INF	All zones; catastrophic leak only otherwise requires blower door	$250 per door	3 repairs or replacements per dwelling		18, 19, 20, 21
		Sliding Glass - 72" x 80" and smaller			$713	1 repair per dwelling		18,19, 20
		Sliding Glass - greater than 72" x 80"			$856	2 repair per dwelling		18, 19, 21
4	Door Replacement	Exterior (All Other Types)	INF	All zones; catastrophic leak only otherwise requires blower door	$500 per door	4 repairs or replacements per dwelling		18, 19, 20, 22
		Sliding Glass - 72" x 80" and smaller			$1425	1 replacement per dwelling		18, 19, 22
		Sliding Glass - greater than 72" x 80"			$1782	2 replacement per dwelling		18, 19, 23
5	Duct Repairs & Replacement		INF	All zones; requires Duct Blaster	$2197	1 repair or replacement per dwelling		20

EXHIBIT B
(Standard Agreement)
ATTACHMENT II

REIMBURSEMENTS FOR WEATHERIZATION ACTIVITIES

Line #	Measure	Type	Classification	Applicable DOE Climate Zones	Maximum Reimbursement (No Fixed Fees)	Quantity Limits Per Job	Measure Life	Footnotes
6	Glass Replacement		INF	All zones; catastrophic leak only otherwise requires blower door	$525 per dwelling	1 occurrence per dwelling; no maximum quantity		18, 19, 20
7	Minor Envelope Repair		INF	All zones; requires blower door	$1331; Disaster Relief $6500	1 occurrence per dwelling		18, 19, 22, 23
8	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	All zones; requires blower door	$66 per cover	2 covers per dwelling		18, 19, 20
9	Weatherstripping	Hinged Door	GHW	All zones	$44 per door	1 occurrence per dwelling; no maximum quantity		19, 20, 24, 27
		Other	INF		Not to exceed $2.10 per lin ft			18, 19, 20, 24
10	Window	Repair	INF	All zones; catastrophic leak only otherwise requires blower door	$1200 per dwelling	1 occurrence per dwelling; no maximum quantity		18, 19, 20
		Replacement			$2400 per dwelling			
SECTION: Mandatory - Other Measures (Requires Energy Audit if cost exceeds maximum limit)								
1	Compact Fluorescent Lamp	Hard Wire	EBL	All zones	$170 per dwelling	2 lamps per dwelling	DOE Re-wx Rule	17
		Thread Based			$10 per bulb	10 bulbs per dwelling		
2	Duct Insulation		INS	All zones, only if required by Title 24	Not to exceed $0.95 per sq ft	1 occurrence per dwelling; no maximum quantity		
3	Filter Replacement	Air Conditioning	GHW	All zones	$100 per dwelling	1 occurance per dwelling		27
		Furnace			$100 per dwelling	1 occurance per dwelling		
4	Hot Water Flow Restrictor	Faucet Restrictor	GHW	All zones	$8 per restrictor	1 occurrence per dwelling; no maximum quantity		27
		Low Flow Handheld Showerhead			$35 per showerhead			
		Low Flow Showerhead			$27 per showerhead			
5	Mechanical Ventilation			All zones	No maximum at this time	1 occurrence per dwelling; no maximum quantity		19
6	Refrigerator Replacement	19 cu. ft. and below	EBL	All zones	$1032	1 replacement per dwelling		17, 25
		Over 19 cu. ft.			$1187			
7	Water Heater Blanket		GHW	All zones	$55	1 blanket per dwelling		27
8	Water Heater Pipe Wrap		GHW	All zones	Not to exceed $3.90 per lin ft	1 occurrence per dwelling; no maximum quantity		27
SECTION: Mandatory - DOE Priority List (Requires Energy Audit if cost exceeds maximum limit; DOE Climate Zone Specific)								
1	Attic Ventilation		INS	Zones 4 & 5 only, in conjunction with ceiling insulation	$355 per dwelling	1 occurrence per dwelling; no maximum quantity	DOE Re-wx rule	26
2	Ceiling Insulation	R-value 11	INS	Zones 4 & 5 only	Not to exceed $0.86 per sq ft	1 occurrence per dwelling; no maximum quantity		
		R-value 19			Not to exceed $1.05 per sq ft			
		R-value 30			Not to exceed $1.18 per sq ft			
		R-value 38			Not to exceed $1.40 per sq ft			
3	Cooling Repair	Evaporative Cooler	HCM	Zone 5 only, if not H&S	$726 or 50% of replacement	1 repair or replacement per dwelling; primary only		5, 6, 11, 12
4	Cooling Replacement	Evaporative Cooler Roof	HCM	Zone 5 only, if not H&S	$1451	1 repair or replacement per dwelling; primary only		5, 6, 11, 12
		Evaporative Cooler Window/Wall			$1235			
5	Floor Foundation Venting		INS	Zone 4 only, in conjunction with floor insulation	$360 per dwelling	1 occurrence per dwelling; no maximum quantity		26
6	Floor Insulation	Over 36" Clearance	INS	Zone 4 only	Not to exceed $1.83 per sq ft	1 occurrence per dwelling; no maximum quantity		
		Under 36" Clearance			Not to exceed $2.23 per sq ft			
7	Kneewall Insulation	R-value 11	INS	Zones 4 & 5 only	Not to exceed $1.05 per sq ft	1 occurrence per dwelling; no maximum quantity		
		R-value 19			Not to exceed $1.18 per sq ft			
8	Storm Window	Fixed, Glass Glazing	INF	Zone 5 only	Not to exceed $12.40 per sq ft	1 occurrence per dwelling; no maximum quantity		19
		Fixed, Polycarbonate			Not to exceed $18.40 per sq ft			
		Operable, Glass Glazing			Not to exceed $13.90 per sq ft			
		Operable, Polycarbonate			Not to exceed $21.40 per sq ft			
9	Thermostat	Programmable	HCM	Zones 4 & 5 only	$157 per thermostat	2 thermostats per dwelling		16, 17

EXHIBIT B
(Standard Agreement)
ATTACHMENT II

REIMBURSEMENTS FOR WEATHERIZATION ACTIVITIES

Line #	Measure	Type	Classification	Applicable DOE Climate Zones	Maximum Reimbursement (No Fixed Fees)	Quantity Limits Per Job	Measure Life	Footnotes
SECTION: Optional (Requires Energy Audit)								
1	Attic Ventilation		INS	Zones 1 - 3	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity	DOE Re-wx Rule	26
2	Ceiling Insulation	R-value 11	INS	Zones 1 - 3	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
		R-value 19						
		R-value 30						
		R-value 38						
3	Cooling Replacement (Energy Efficiency Upgrades and Non-Health and Safety Reasons)	AC Wall/Window	HCM	All zones for H&S reasons only	SIR per Energy Audit	1 repair or replacement per dwelling; primary only		5, 6, 7, 9, 11, 12
		Evaporative Cooler Roof						5, 6, 11, 12
		Evaporative Cooler Window/Wall						5, 6, 7, 9, 11, 12
		FAU Split System						
		Multi-Unit Central System				1 repair or replacement per MUD unit/building; primary only		5, 6, 7, 8, 11, 12
3	Duct Insulation		INS	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
4	Floor Foundation Venting		INS	Zones 1 - 3, 5, in conjunction with floor insulation	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		26
5	Floor Insulation		INS	Zones 1 - 3, 5	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
5	Heating Source Replacement (Energy Efficiency Upgrades and Non-Health and Safety Reasons)	Exterior Wall Direct Vent, Interior Wall & Floor Furnace	HCM	All zones for H&S reasons only	SIR per Energy Audit	1 repair or replacement per dwelling; primary only		5, 6, 11, 12
		Forced Air Unit (Split System)						5, 6, 11, 12
		Mobile Home Furnace						
		Multi-Unit Central System				1 repair or replacement per MUD unit/building; primary only		5, 6, 8, 11, 12
		Other Types Not Listed				1 repair or replacement per dwelling; primary only		5, 6, 12, 13
		Package (Dual Pack)						5, 6, 11, 12
		Wood-Fueled						5, 6, 11, 12, 14
8	Kneewall Insulation	R-value 11	INS	Zones 1 - 3	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
		R-value 19						
9	Shadescreen		GHW	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
10	Shutter		INF	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
11	Storm Window	Fixed, Glass Glazing	INF	Zones 1 - 4	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		19
		Fixed, Polycarbonate						
		Operable, Glass Glazing						
		Operable, Polycarbonate						
12	Thermostat	Programmable	HCM	Zones 1 - 3	SIR per Energy Audit	2 thermostats per dwelling		16, 17
13	Tinted Window Film		GHW	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
14	Wall Insulation		INS	All zones	SIR per Energy Audit	1 occurrence per dwelling; no maximum quantity		
15	Water Heater Timer		GHW	All zones	SIR per Energy Audit	1 timer per dwelling		

EXHIBIT B
(Standard Agreement)
ATTACHMENT II

REIMBURSEMENTS FOR WEATHERIZATION ACTIVITIES

Line #	Measure	Type	Classification*	Applicable DOE Climate Zones	Maximum Reimbursement (No Fixed Fees)	Quantity Limits Per Job	Measure Life	Footnotes

*Classification Key	
ADS	Assessment/Diagnostics
EBL	Electric Baseload Measure
GHW	General Heat Waste
HCM	Heating Cooling Measure
HSM	Health & Safety Measure
INF	Infiltration Reduction Measure
INS	Insulation Measure

NO RATE ABOVE IS A FIXED FEE.
All actual labor hours must be documented in the client file. The total labor hours charged to the job can not exceed the total man hours at the jobsite. These reimbursement rates were not determined by the current analysis being conducted using a new energy audit tool. Once the new energy audit tool and priority list are approved by DOE, the maximums and order of priority may change.

EXHIBIT B
(Standard Agreement)

ATTACHMENT II
FOOTNOTES TO REIMBURSEMENT RATES FOR WEATHERIZATION ACTIVITIES

1	For purposes of the energy audit, multi-unit buildings or complexes with 2 to 4 units are considered single family dwellings.
2	An inspection of one-hundred percent (100%) of the total number of dwellings weatherized under this Agreement must be completed in accordance with CSD Inspection Policies and Procedures. Reimbursement is allowable for the actual labor hours on the job site only for inspection activity including post-tests for CAS, blower door and Duct Blaster. It does NOT include travel to and from the job site and corrections to measures. If the inspector performs any corrections to measures, the time spend making the corrections shall be included in the amount billed for the measure and shall be subject to Davis Bacon requirements. The percentage of post-testing for CAS, blower door and Duct Blaster for quality control purposes is determined by each agency and shall be included in their local plan subject to CSD approval.
3	Blower door diagnostics are required on 100% of all dwellings in accordance with CSD WIS and is for shell sealing purposes only not including duct leakage. If blower door is not performed, minor envelope repairs excluding only doors and windows with catastrophic leaks can NOT be installed. Blower door diagnostics can not be used for duct leakage tests. The time expended for the installation for infiltration reduction measures during the test are not chargeable to this line item.
4	A Duct Blaster shall be used to perform duct leakage testing on all dwellings with an FAU. Duct testing is a stand-alone test billed separately, even when performed for a dwelling in which a Blower Door Test is performed for purposes of assessing outside air infiltration.
5	If required by the local jurisdiction, a building permit must be obtained and finalized for vented appliance installations (Furnace, Boiler, Water Heater 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.
6	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, 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.
7	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.
8	The total cost per unit must be allocated to all units in the building being served by the central unit. Total costs of the central unit is subject to the sixty-six percent (66%) or fifty percent (50%) eligibility rule used to weatherize all units in a building.
9	Do not perform if dwelling has an operable evaporative cooler.
10	Repairs also include cleaning and filter replacement when applicable.
11	Reimbursement cannot be claimed under "Other Types Not Listed" for costs that exceed the maximums in the other categories of cooling and heating repairs and replacements.
12	Must be classified as health and safety if a gas or electrical safety hazard exists. Age of the appliance cannot be used as a criterion for replacement. Upgrades in heating and cooling appliances for energy efficiency purposes are subject to the energy audit unless required by Title 24.
13	Propane furnace repairs and replacements shall be reimbursed under Other Types Not Listed.
14	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 fifty percent (50%) of replacement cost, or existing unit is not a listed and labeled stove.
15	Repairs and replacements are allowable on pre-existing and vented kitchen exhausts in all unit types. New vented kitchen exhausts may be installed where one was not existing in mobile homes only.
16	Manual Thermostats may be installed in lieu of Programmable Thermostats only if the old thermostat is inoperable and if it is determined that the client receiving such services will not be able to operate and maintain a Programmable Thermostat properly and it is installed for health and safety reasons.
17	Contractors shall ensure the proper disposal of hazardous wastes products, such as fluorescent lamps (tubes, screw-in and plug-in), 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.
18	When using a blower door in conjunction with weatherizing a dwelling, do not apply these measures if the shell leakage is less than the Minimum Ventilation Requirement or if the economic stop point for air sealing has been reached. Does not apply to catastrophic leaks that are health and safety hazards, e.g., broken-out window, severely damaged door, etc.
19	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 not install the infiltration reduction and duct sealing measures identified by this note.
20	If costs should occur such that the maximum time or costs are exceeded, the additional time or costs cannot be charged to Minor Envelope Repair.
21	When installing an exterior door, 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. On any dwelling, an existing and functional deadbolt may be reinstalled in the replacement door, with reimbursement limited to labor for the reinstallation.
22	The types of activity allowable under minor envelope repairs are included in EXHIBIT G, DEFINITIONS and the CSD WIS.
23	Cabinet retrofits are **not** allowed **under DOE** for range, cook top, or previously built-in microwaves that have been replaced under **LIHEAP**.
24	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.
25	CSD Policies and Procedures for electric base-load measures state 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, model and age of all replaced refrigerators. Age must be verified utilizing the Refrigerator Energy Use Data at www.waptac.org or other applicable resources, per the CSD WIS.
26	Attic and floor foundation venting may only be performed in conjunction with ceiling and floor insulation, respectively.
27	General heat waste measures are intended to be low-cost items that can be quickly and easily installed. The weatherstripping for exterior doors does not include door shoes or thresholds which will remain as part of minor envelope repair.
28	Quantities of installed smoke alarms are dictated by code and are limited by the higher of state or local building code. Copies of local building code requiring a higher number of alarms than state code must be on file at the agency for CSD review. Pre-existing smoke alarms are not to be replaced unless they are non-operable after battery replacement. Battery replacement is an allowable expenditure under this line item.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. TRAVEL AND PER DIEM

   A. Contractor's total travel for in-state and/or out-of-state and per diem costs shall be included in the contract Budget(s). Out-of-state travel costs that exceed the budgeted amount shall not be reimbursed without prior written authorization from CSD.

   B. Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements, and subject to the requirements of OMB Circular A-87 Attachment B, Paragraph 43 (2 CFR, Part 225) or OMB Circular A-122 Attachment B, Paragraph 51 (2CFR, Part 230).

   C. In the absence of a written travel reimbursement policy, Contractor shall be subject to the provisions of California Code of Regulations Section 599.615 through 599.638, and shall be reimbursed in accordance with the terms therein.

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 307 (CCC-307)

      2) National Labor Relations Board Certification (CCC-307)

      3) Expatriate Corporations (CCC-307)

      4) Domestic Partners (CCC-307)

      5) Contractor Name Change (CCC-307)

      6) Resolution (CCC-307)

      7) Air or Water Pollution Violation (CCC-307)

      8) Information Integrity and Security (Department of Finance, Budget Letter 04-35).

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

B. The above documents are hereby incorporated by reference into this Agreement. To access these documents, please visit www.csd.ca.gov

C. 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.

C. Pursuant to 10 CFR § 600.142 and 236, Contractor shall not provide DOE WAP services or activities to beneficiaries where there is an actual or perceived conflict of interest, unless CSD has provided prior written approval of either: a) Contractor's conflict of interest policies and procedures, or b) any individual service or activity that presents an actual or perceived conflict including but not limited to:

1) Providing program services to Contractor's employees, officers, or other persons or entities with whom Contractor's employee or officer has family, business, or other ties; and

2) Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, employees, or officers.

D. To obtain prior written approval by CSD, Contractor must demonstrate that it will:

1) Follow all regular eligibility and prioritization requirements of the Federal programs, as applicable to each service or activity;

2) Comply with all dwelling eligibility requirements of this Agreement, including but not limited to rent increase and multiple dwelling restrictions;

3) Substantiate the need for weatherization services by completing a dwelling assessment for each individual dwelling unit served; and

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

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.

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 10 CFR 600.236 (for states and local governments) and 10 CFR Part 600.142 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

5. BOARD ROSTER, BYLAWS, RESOLUTION, AND MINUTES

A. Upon execution of this Agreement, Contractor shall submit to CSD a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws. If Contractor is a nonprofit or public entity that qualifies as an eligible entity under the federal CSBG Act, then Contractor shall instead submit a roster, including contact information, of Executive Committee of the tripartite board. Contractor is responsible to notify CSD of any changes to the Committee roster within thirty (30) days of such occurrence.

B. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

C. Where Contractor elects to delegate the signing authority to the chief executive officer, CSD will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Agreement to the Board. Either a specific or current general resolution must be on file with CSD prior to CSD's finally executing this Agreement.

D. Contractor shall submit to CSD the minutes from regularly scheduled meetings of the governing board and/or tripartite board no later than 30 days after the minutes are approved. Regularly scheduled meetings shall be in accordance with the board's bylaws.

E. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the DOE WAP. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

6. AUDITING STANDARDS AND REPORTS

A. Auditing Standards

Contractor must follow all audit requirements as set forth in OMB Circular A-133 and the CSD Supplemental Audit Guide. The Supplemental Audit Guide is attached herein as Exhibit D, Attachment I. The Supplemental Audit Guide may be accessed at www.csd.ca.gov.

B. Audit Reports

1) a. 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."

b. Contractors falling below the federal funding threshold that mandates a single agency-wide audit in accordance with OMB Circular A-133 shall:

i. Submit an annual program-specific audit within nine months of the end of the Contractor's fiscal year; and

ii. Be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30 days written notice.

2) The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

3) The audit report must specifically mention that a review for compliance with OMB Circulars A-87 and A-122 was conducted.

4) Contractors shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter issued by the accountant, within nine (9) months of the end of the Contract year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to CSD Audit Services Unit a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. CSD may grant an extension not to exceed thirty (30) calendar days from the original due date. The audit report(s) and all supplemental financial information are to be submitted to the following addresses:

Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
P.O. Box 1947
Sacramento, CA 95812-1947

Electronic copy:
audits@csd.ca.gov

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

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

5) In the event an audit required under this section has not been submitted in a timely fashion, CSD may at its option impose sanctions as provided in OMB Circular No. A-133 at § ___.225, to include:

a) Withholding a percentage of Federal awards until the audit is completed satisfactorily;

b) Withholding or disallowing overhead costs;

c) Suspending Federal awards until the audit is conducted; or

d) Terminating the Federal award.

7. SUBCONTRACTS (CSD)

Contractor may enter into subcontract(s) to perform part or all of the services contemplated 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 4.

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.

B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.

C. 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.

D. 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).

E. 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.

F. All subcontractors shall be subject to the training and record-keeping provisions in Exhibit F. In addition, subcontractors whose training is provided at the Contractor's expense will be subject to a retention agreement, as indicated in Exhibit B section 3. C. 5) e.

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).

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.

EXHIBIT D
(Standard Agreement)

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 occurrence insurance for a combined single limit of not less than $500,000 per occurrence. Pollution occurrence insurance is optional.

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.

EXHIBIT D
(Standard Agreement)

9. COMPLIANCE MONITORING

A. As the recipient of federal DOE WAP grant funds under this Agreement, Contractor shall substantiate that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and trace all costs to the level of expenditure.

B. As the administrator of the DOE WAP grant for the State, CSD shall ensure the funds allocated to Contractor are expended for the purposes identified in federal and state DOE WAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.

C. CSD shall conduct on-site and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and State DOE WAP.

D. CSD shall provide Contractor reasonable advance notice in writing of on-site monitoring reviews of Contractor's program or fiscal performance.

E. Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.

F. In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Agreement, CSD shall provide the observations, recommendations, or findings, and request for corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

10. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT

A. Determination and Notice

1) If CSD determines that Contractor has not complied with the requirements of this Agreement, CSD shall provide Contractor with written notice setting forth: 1) the factual and legal bases for the determination of noncompliance; and 2) the corrective action(s) required and the date by which they must be taken.

2) If CSD determines that Contractor's noncompliance constitutes a material breach of the Agreement, and that immediate action is required, CSD may initiate an enforcement action in accordance with the provisions in this section and applicable State and federal law.

EXHIBIT D
(Standard Agreement)

B. For purposes of this section, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable State and federal law, which act or omission:

1) constitutes fraud or gross negligence by Contractor or its agent(s);

2) is likely to result in significant waste and/or abuse of Federal funds;

3) has a significant adverse impact on Contractor's ability to meet its administrative, financial or programmatic duties and obligations over the term of the contract or a significant portion thereof;

4) violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

5) may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; OR

6) may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

C. For purposes of this section "enforcement action" means the imposition of any of the following: a) special conditions and/or sanctions, b) "high risk" designation; c) contract suspension; d) contract termination; or e) termination of service provider designation.

D. Special Conditions and Sanctions

1) In addition to all other requirements set forth in this Agreement and/or in any guidance issued pursuant to this Agreement, CSD may impose special conditions, sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address a material breach of contract, as defined in Paragraph B, above.

2) Special Conditions may include, but are not limited to:

a. obtaining training and/or technical assistance;

b. the imposition special or additional reporting requirements;

c. the provision of documentation; AND/OR

d. the requirement to amend or modify systems, procedures, and/or policies;

3) Sanctions may include, but are not limited to:

a. the suspension of advances and/or reimbursements; AND/OR

b. the issuance of stop work orders.

4) The suspension of advances and/or reimbursements and the issuance of stop work orders are subject to the following provisions:

a. if Contractor elects to contest the action, Contractor shall have two working days following receipt of notice to show cause why the sanction should not be enforced;

b. CSD shall have two working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

5) Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes as set out below in order to resolve outstanding issues through the established regulatory process;

6) Should Contractor fail to submit a writing to show cause or fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

7) Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

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

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

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

8) Enforcement Actions involving "High risk" Designation, Contract Suspension, Contract Termination and Termination of Service Provider Designation shall be initiated and conducted in accordance with the applicable provisions found in Title 22 California Code of Regulations § 100875 and other applicable State and federal statutes and regulations.

9) Lien Rights

The State retains lien rights on all funds advanced.

11. APPEAL PROCESS WHEN SPECIAL CONDITIONS ARE IMPOSED

When Special Conditions are imposed, Contractor may rebut and/or appeal the action pursuant to Title 22, California Code of Regulations, § 100875.

12. AGREEMENT CHANGES

A. Amendment

1) A formal Amendment is required for changes to the term, total cost, or Maximum Amount of this Agreement, 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. Minor Modifications

1) Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Agreement.

2) Minor Modifications shall not affect the maximum limits set for specific line items under this Agreement, i.e., administrative costs, health and safety.

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 E, ADDITIONAL PROVISIONS, Section 1, PROVISION FOR FEDERALLY FUNDED GRANTS.

13. SYSTEM SECURITY REQUIREMENTS

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with California State Administrative Manual (SAM) Section 5310, Item 4, and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards:

A. General Information/Data Description

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

B. Services Offered

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

EXHIBIT D
(Standard Agreement)

C. Data Sensitivity

1) The sensitivity of data exchanged between CSD and Contractor may vary from sensitive to personal or confidential because of personal data such as social security numbers to private data, e.g., family income level, family member name, etc. No personal financial information, i.e., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

2) Appropriate levels of confidentiality for the data shall be based on established data classification (see SAM Section 5320.5).

D. Information Exchange Security

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

2) Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption, if applicable.

3) Both CSD and Contractor shall maintain security patches and anti-virus software updates.

E. Trusted Behavior Expectations

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

F. Formal Security Guidelines

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

G. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall within 24 hours of discovery report to CSD any security incident contemplated herein. Policy governing the reporting of Security Incidents is detailed in section D 2 – L of the SAM Management Memorandum entitled, "Safeguarding Against and Responding to a Breach of Security Involving Personal Information."

H. Audit Trail Responsibilities

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

I. Data Sharing Responsibilities

All primary and delegated secondary organization that share, exchange, or use personal, sensitive, or confidential data shall adhere to all CSD's policies and SAM guidelines. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

14. SPECIAL CONDITIONS – FISCAL PERFORMANCE REQUIREMENT

A. Adequate fiscal performance will be the achievement of one hundred percent (100%) of stated expenditures by June 30, 2011. Achievement of the following expenditure percentages shall occur as follows:

50% by December 31, 2010
75% by March 31, 2011
100% by June 30, 2011

B. Contractor shall complete Attachment II, Expenditure and Production Goal chart. CSD shall review Contractor's achievement of expenditure and production goals each quarter.

C. At the conclusion of each quarterly period of the contract term, CSD shall review Contractor's achievement of goals. If goals 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 quarterly 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 quarter period.

E. If, at the conclusion of December reporting period, the Contractor has failed to achieve 50% of the contract goals or has failed to meet contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the State shall enter into negotiations with the Contractor to assess 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.

15. SPECIAL PROVISIONS – PROGRAMMATIC PERFORMANCE REQUIREMENTS, AND ADJUSTMENT TO FUNDING ALLOCATIONS

A. Notwithstanding any other provision in this Agreement, should CSD determine that, based on quarterly production reporting data, Contractor is unable to meet Contractor's production goals for the program, CSD shall notify Contractor in writing via Certified Mail that the Agreement will be suspended and that the unexpended funds allocated to Contractor shall be redistributed, in whole or in part, to other contractors with excess production capacity, PROVIDED however that Contractor shall have thirty (30) days from receipt of notice to show cause, in a writing or informal hearing, why the Agreement shall not be suspended and adjustments made to funding allocations.

B. CSD shall make a final determination in the matter within ten (10) days of the expiry of the thirty (30) day period referenced in subparagraph A above, and shall proceed in accordance with the provisions of this Agreement and applicable federal and state statutes and regulations to terminate the contract or, in the alternative to negotiate an amendment to this Agreement with Contractor, which effects the intent of the parties hereto.

EXHIBIT D
(Standard Agreement)

16. SCHEDULE OF ATTACHMENTS

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

A. ATTACHMENT 1 SUPPLEMENTAL AUDIT GUIDE

B. ATTACHMENT II EXPENDITURE AND PRODUCTION GOALS

EXPENDITURE AND PRODUCTION GOALS

Expenditure and Production Goals Agency:		Actual YTD Total as of	2011	
Total Expenditures by County	Total	12/31/2010	1/1 - 3/31	4/1 - 6/30
	$ -			
	$ -			
	$ -			
	$ -			
	$ -			
	$ -			
	$ -			
Total	$ -	$ -	$ -	$ -
Unit Production by County	Total	YTD as of 12/31/10	1/1 - 3/31	4/1 - 6/30
	0			
	0			
	0			
	0			
	0			
	0			
	0			
Total	0	0	0	0

Instructions

Expenditures by County -
- Enter the name of each county in your service territory on separate lines.
- For each county, enter actual year-to-date expenditures as of 12/31/10, and the amount of funds you plan to expend by the end of each remaining quarter.

Unit Production By County -
- Enter the name of each county in your service territory on separate lines.
- For each county, enter the actual year-to-date number of completed units as of 12/31/10, and the number of units you plan to complete by the end of each remaining quarter.

Note: Although this sheet is protected, there is no password. To remove the protection, go to Tools, choose Protection and lastly choose Unprotect Sheet.

Expenditure and Production Goals Narrative

Describe in detail your plans for building capacity to meet production and expenditure goals for the remainder of the DOE WAP contract.

Instructions: Provide narrative describing how your agency is planning to build capacity necessary to meet expenditure and production goals for the remainder of the contract.

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.

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

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:

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

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

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

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

E. If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, CSD in its discretion may decline to execute this Agreement or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the DOE WAP.

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.

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(Standard Agreement)

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 prepare and submit a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least fifteen (15) calendar days prior to executing the subcontract for each of the following procurement transactions:

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

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

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.

EXHIBIT E
(Standard Agreement)

8) Contractor shall comply with the provisions governing the acquisition of equipment and/or vehicles with federal funds set forth in 10 CFR 600.232.

a. To ensure compliance with the requirements for maintenance of property records pursuant to 10 CFR 600.232, Contractor shall ensure that any property log or similar documentation contains all of the following information:

i. information relevant to any CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval;

ii. description of the property;

iii. a serial number or other identification number;

iv. the source of property;

v. who holds title;

vi. the acquisition date;

vii. the cost of the property;

xiii. percentage of Federal participation in the cost of the property;

ix. the location, use and condition of the property; and

x. any ultimate disposition data, including the date of disposal and sale price of the property.

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

B. Limitation on Use of Funds

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

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(Standard Agreement)

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, as amended.

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(Standard Agreement)

6. 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

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

D. Political Activities

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

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

E. Lobbying Activities

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

2) If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, EXHIBIT H, as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

7. 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).

8. 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.

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(Standard Agreement)

9. 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.

10. 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.

11. COMPLAINT MANAGEMENT

A. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under the DOE WAP Program. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

B. Contractor shall ensure that all complaints are documented, and include the date, time client name and address, and nature of the complaint, and the actions undertaken by the Contractor to resolve the issue.

C. If the Contractor's efforts did not result in a resolution, the Contractor may refer the client to the CSD Field Representative assigned to the Contractor. The Contractor shall contact the CSD Field Representative directly and explain the issue, actions taken to resolve the issue, and provide to the CSD Field Representative any supporting documentation that demonstrates the Contractor's attempts to resolve the issue.

12. PUBLICATIONS

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

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

Acknowledgment: "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

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(Standard Agreement)

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

13. DECANTAMINATION AND/OR DECOMMISIONING (D&D) COSTS

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

EXHIBIT F
(Standard Agreement)

PROGRAMMATIC PROVISIONS

1. SERVICE PRIORITY GUIDELINES

   A. Contractor shall give first priority for weatherization services to those households that have the highest energy burden and high residential energy users and shall factor into its first priority for services those households with the following vulnerable populations: families with children under the age of 19, persons with disabilities, and elderly persons (ages 60 years or older).

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

   C. Additional priorities shall be as set forth in EXHIBIT F, ATTACHMENT I, DOE Weatherization Priority Plan Narrative must include consideration for determining households that would qualify for energy audit assessments and installation of optional measures. Contractors serving previously weatherized dwellings shall include the selection process for serving previously weatherized dwellings.

   D. Due to limited funding, Contractors shall ensure compliance with the DOE Reweatherization Policy when providing services to dwellings previously weatherized from September 30, 1993 and earlier.

   E. Equitable Treatment

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

2. OUTREACH AND INTAKE ACTIVITY GUIDELINES

   A. Outreach

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

   B. Intake

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

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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) Accept applications at sites that are geographically accessible to all households in the area served by Contractor.

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

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

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

3. 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 4, WEATHERIZATION ACTIVITY GUIDELINES.

B. Client Education / Budget Counseling

1) 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 DOE Weatherization Priority Plan Narrative. Contractors shall include at least the following:

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(Standard Agreement)

a. 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;

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

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

d. The EPA pamphlet "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" for occupants of pre-1979 dwellings;

e. The EPA pamphlet "A Brief Guide to Mold, Moisture, and Your Home";

f. 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;

g. 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;

h. Disclosure of any identified health, safety, or structural hazard conditions or deficiencies to the property owner and occupying tenant.

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

3) In the event pre-existing health, safety, or structural conditions prevent the delivery of weatherization services or a particular measure, Contractor shall complete the CSD Weatherization Deferral Form to document the reason(s) for the service deferral and provide a copy to the property owner and occupying tenant.

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C. Coordination

Contractor shall refer all potentially eligible applicants including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, CARE/RRP, DOE WAP, 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.

4. WEATHERIZATION ACTIVITY GUIDELINES

A. Applicant Eligibility

1) Assistance shall be available only to households with incomes that do not exceed an amount equal to seventy-five percent (75%) of the State median income.

2) Income verification must be for one month and current within six (6) weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the 2010 LIHEAP Eligibility and Verification Guide at www.csd.ca.gov/programs.

3) Contractor shall certify a household's income eligibility prior to the delivery of all energy program services.

4) Contractor shall collect 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.

5) Contractor shall reimburse DOE for all costs associated with the delivery of weatherization services covered under this agreement to dwellings occupied by family units ineligible for weatherization assistance at the time such services were provided.

B. Dwelling Eligibility

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

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2) Contractor shall perform the assessment of weatherized dwellings within 120 days of the determination of the household's income eligibility to receive weatherization assistance services. In the event the Contractor is unable to perform the weatherization dwelling assessment within the 120-day period, the Contractor shall obtain updated income verification documentation to recertify the household's income eligibility, prior to commencing the delivery of any form of weatherization assistance service, include the dwelling assessment.

3) Contractor shall complete the post-combustion appliance safety test within sixty (60) days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

4) Contractor shall complete weatherization services within six (6) months from the date of the original assessment of a dwelling. In the event the Contractor is unable to perform all weatherization services within the six (6)month period, the Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

5) Permission to Provide Services

   a. Contractor shall obtain general written permission of the owner-occupied dwelling or the tenant and the owner of a rental unit or owner's agent to perform an assessment and weatherization work prior to performing any such services. Such permission for rental units shall be recorded on the Energy Service Agreement for Occupied/Unoccupied Single or Multi-Family Rental Units (CSD 515).

   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 notify the owner-occupied dwelling and/or from the owner of a rental unit prior to continuing with the scheduled work.

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(Standard Agreement)

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) Multiple Unit Dwellings

a. In accordance with 10 CFR 440.22(b)(2), Contractor may weatherize a large multi-family building or complex containing more than 5 individual dwelling units when not than less than 66 percent of the dwelling units in the building, or in the case of duplexes and four-plexes, where 50 percent of the units within the building:

i. Are eligible dwelling units, or

ii. The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

b. If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required.

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c. The amount of funds, however, applied to weatherization services in a building shall not exceed the number of eligible dwelling units multiplied by the $3,055 maximum average per unit.

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

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

f. The owner has signed a copy of the Energy Service Agreement for Rental Units (CSD 515), authorizing the weatherization work, accepting conditions protecting the interests of tenants, and other provisions required by CSD;

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

h. The repair and replacement of heating appliances, and water heaters shall be performed at the option of the Contractor in unoccupied multi-unit dwellings under DOE WAP only if a dangerous indoor air quality condition is found to exist, e.g., carbon monoxide hazard or gas leak and/or fire hazard.

i. If a dangerous indoor air quality condition and/or fire hazard is found to exist, Contractor shall disable the appliance to eliminate the immediate hazard in accordance with CSD Weatherization Installation Standards and Policies and Procedures.

ii. If the dwelling is later occupied with an eligible applicant, Contractor may provide the appliance services and shall report the dwelling as previously weatherized. Upon the completion of service, Contractor shall report the dwelling as previously weatherized.

8) Previously Weatherized Dwellings

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

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(Standard Agreement)

i. A dwelling unit has been damaged by fire, flood, or act of nature 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 prior to September 30, 1993 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 assessment, diagnostic testing and energy audit which takes into account any previous energy conservation improvements to the dwelling. Only those energy conservation measures at or above a savings-to-investment ratio (SIR) of 1 are allowable.

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 not report demographics for reweatherized dwellings.

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

9) Ineligible Dwellings

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

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b. Contractor shall not weatherize any dwelling under this Agreement unless the property owner agrees to all the terms and conditions of the Weatherization Building Assessment and Job Order Sheet (CSD 540) and the Energy Services Agreement for Rental Units (CSD 515) as applicable.

c. Contractor shall not weatherize a dwelling having master-metered units unless direct savings to individual tenants can be documented. Contractor shall place such documentation in the client's file.

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

10) 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.

11) Group Homes

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

C. Minimum Requirements for Weatherization Services

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

a. Ceiling Insulation plus two (2) additional Mandatory Measures are installed, or

b. In the event Ceiling Insulation is not feasible, at least three (3) Mandatory Measures are installed.

c. Blower door and duct leakage diagnostics may be counted as Mandatory Measures for the purpose of meeting the minimum number of measures.

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2) Multi-unit dwellings that have not been previously weatherized under a CSD program or other program, may qualify for weatherization services only if ceiling insulation plus two (2) additional Mandatory Measures are installed or, in the event ceiling insulation is not feasible, at least three (3) Mandatory Measures.

   a. Installation of ceiling insulation may be counted as a ceiling insulation measure for each unit within that building envelope.

   b. Installation of a common water heater shall qualify as a Priority measure for each unit served by the same water heater.

   c. Insulation of a common water heater shall qualify as a Priority measure for each unit served by the same water heater.

   d. Blower door and duct leakage diagnostics may be counted as Mandatory Measures for the purpose of meeting the minimum number of measures.

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.

   a. If, in the judgment of the assessor or installation personnel, any condition exists which may endanger the health and safety of workers or occupants, weatherization shall not proceed until the condition is corrected.

   b. In addition to nonfeasibility criteria in the CSD Weatherization Installation Standards, the decision to defer weatherization may be based upon the presence of conditions including, but not limited to the following:

      i. The building structure or its mechanical systems, including electrical and plumbing, are in such a state of disrepair that:

         1. Failure is imminent and the conditions cannot be corrected within the scope of WAP reimbursements; or

         2. Full assessment and/or diagnostic tests cannot be performed due to the structural deficiencies of the dwelling.

ii. The house has sewage leakage or other sanitation problems which, if work were to begin, would further endanger the client and/or weatherization installers.

iii. Moisture problems are so severe they cannot be resolved within the scope of the program's Minor Envelope Repair provisions.

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.

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

D. Dwelling Assessments

1) Contractor shall assess eligible dwellings to identify the specific energy-efficiency and health and safety services to be offered under the allowable scope of services outlined in this agreement.

2) Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training, as specific in this Exhibit F, Section 7, TRAINING REQUIREMENTS.

3) Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

4) Contractor shall provide notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of the following:

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a. Any significant structural and engineering changes required to complete the weatherization work before the specified work commences; and

b. Confirmation of the work completed.

5) Dwelling Assessment Performance

a. Dwelling assessments shall include the following required activities:

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

ii. The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention, and the offering of prescribed list of health and safety measures needed to remedy noted conditions.

iii. The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

iv. Determination of whether the dwelling meets the criteria for Historic Preservation Review as specified in Subdivision b below.

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b. Historic Preservation Review of Dwellings

i. To ensure compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the DOE ARRA Program on dwellings that are 45 years or older. For purposes of this Agreement, the historic review shall be known as the Historic Preservation Review.

ii. The Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR 60.4.

iii. When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in Subdivision ii., Contractor shall initiate the Historic Preservation Review process as specified in CSD Historic Preservation Review Policy incorporated by reference to this Agreement, and available on the CSD website at www.csd.ca.gov.

c. Combustion Appliance Safety (CAS) Tests

i. The completion of a pre- combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

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

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d. If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.

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

ii. If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

E. Diagnostic Testing

1) Contractor shall perform blower door diagnostic testing only for shell sealing purposes on a all single-family and multi unit building types weatherized under this agreement in accordance with CSD blower door testing standards and policies and procedures. Infiltration reduction measure subject to blower door diagnostics shall not be installed if the diagnostic testing is not performed.

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

3) Duct Blaster diagnostic testing shall be required on all weatherized dwellings units with forced-air systems.

4) Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training, as specified in this Exhibit F, Section 7, TRAINING REQUIREMENTS.

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

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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. In addition to all provisions in this Agreement regarding Health and Safety Measures, Contractor must adhere to the attached HEALTH AND SAFETY APPLIANCE REPLACEMENT POLICY, EXHIBIT F, ATTACHMENT II, to seek reimbursement for replacing specified appliances.

2) All Health and Safety and Priority Measures must be installed before optional measures, and no measure shall be excluded, unless the:
   a. Blower door and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;
   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 Priority Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:
   a. The combustion appliance is repaired or replaced; and
   b. All remaining feasible Priority Measures are installed up to the maximum quantity and dollar amounts specified for each measure as referenced on the measure matrix attachment in Exhibit B, Attachment II.

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

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G. Allowable Heating and Cooling Appliance Repair and Replacement Services

1) Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance. If the inspection discloses a problem related to the appliance's operational performance, the technician or an HVAC contractor will need to isolate the specific problem and determine the estimated cost to repair the defective unit before deciding whether or not to repair or replace the defective unit.

2) The following guidelines 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.

3) 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, HVAC contractor or utility company gas service technician; or

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

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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 exits under the sole circumstance where the residential dwelling is not equipped with the necessary appliances to provide adequate heating and/or cooling during a climatic seasonal period that would pose imminent risk to the health and well being of the household occupants. Under the circumstances, the Contractor may install a heating and/or cooling appliance to mitigate the potential safety risks to clients. The installation of any heating and appliance must be within the allowable quantity and maximum reimbursement limits specific to the individual appliance installation and as referenced on the measure matrix in Exhibit B, Attachment II.

   b. All such appliance replacements are further subject to the HEALTH AND SAFETY APPLIANCE REPLACEMENT POLICY, EXHIBIT F, ATTACHMENT II.

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

   d. Upgrades to heating and cooling appliances for energy efficiency purposes are subject to the energy audit unless required by Title 24.

5) Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than fifty percent (50%) of the cost of installing a new replacement unit.

6) 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.

7) 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.

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H. DOE Waiver for Fuel Switching

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

I. Order of Operations

1) After Outreach, Intake, Assessment and Diagnostic Testing, Contractor shall install measures as specified in the CSD Order of Operations Policy incorporated by reference to this Agreement, and available on the CSD website at www.csd.ca.gov.

J. Priority Lists of Energy Conservation Measures

1) Contractor shall install energy conservation measures in single-family dwellings, mobile homes and multi-unit dwellings in accordance with the DOE-Approved Priority List in Exhibit F Attachment V.

K. ENERGY AUDIT REQUIREMENTS

1) Energy audits will be conducted as specified in the CSD Measure Installation Policies and Procedures incorporated by reference to this Agreement, and available on the CSD website at www.csd.ca.gov.

2) REM/Design energy audit tool shall be applied to single-family dwellings, mobile homes and multi-unit dwellings containing twenty-five (25) or fewer dwelling units where each unit is independently heated and cooled and has its own domestic hot water heater.

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

4) Contractor shall install those feasible energy conservation measures shown by the energy audit to have a SIR of 1 or more.

5) Contractor shall install measures with higher SIRs before or instead of measures with lower SIRs.

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L. Natural Disasters

1) When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster. See DOE WAP DISASTER RELIEF PLAN, EXHIBIT F - ATTACHMENT II.

2) Contractor may provide services to repair damages that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

3) The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

5. PROGRAM STANDARDS AND REGULATORY REQUIREMENTS

A. Program Standards

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

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

b. CSD Conventional Home Weatherization Installation Standards (WIS);

c. CSD Measure Installation Policies and Procedures (This policy shall become effective on February 1, 2011, and shall be applicable to all dwellings that have not been assessed by this date.);

d. CSD Inspection Policies and Procedures;

e. CSD LIHEAP/DOE Program HEALTH AND SAFETY APLIANCE REPLACEMENT POLICY, EXHIBIT F, ATTACHMENT II;

f. Official State and Federal Program Notices

g. DOE WAP DISASTER RELIEF PLAN, EXHIBIT F, ATTACHEMENT I,

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h. 2009 LIHEAP ELIGIBILITY Verification guide. .

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) Weatherization work performed in 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) Services provided to all applicable pre-1978 dwellings shall be in compliance with the Environmental Protection Agency rules in 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures and the Housing and Urban Development rules in 24 CFR 35; and Lead Requirements for Hazard Education Before Renovation of Target Housing; Final Rule.

4) All materials procured for weatherization purposes shall be in conformance with the Department of Energy rules in 10 CFR Part 600.236, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments or 10 CFR Part 600.140, Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations.

5) All materials must be in compliance with Department of Energy rules in 10 CFR 440, Appendix A.

C. Title 24

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

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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.

Contractor shall exercise caution not to utilize the DOE Climate Zone for compliance with California's Title 24 Energy Efficiency Standards for Residential and Nonresidential Requirements.

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) The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

D. Pre-1978 Dwellings

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

2) HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding di minimis levels are disturbed require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

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

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6. 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. Post-Weatherization Inspections

1) Contractor shall perform post-weatherization inspections on one-hundred percent (100%) of the total dwellings.

2) Contractor shall not report a weatherized dwelling as complete nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified during the dwelling assessment have been installed, including post-weatherization inspections.

3) Contractors will have until February 2, 2011 to meet the 100% post-weatherization requirement or to document, by dwelling, why the required inspection could not be conducted. Any dwellings which are not inspected by Contractor may be inspected by CSD's third-party inspectors. In the event deficiencies or irregularities in the weatherization work are discovered, Contractor will be responsible for correcting workmanship issues and their associated cost. In the event the Contractor is unable to successfully remediate noted workmanship issues, then CSD will disallow all project costs for weatherized dwelling in question and the cost of the inspection charged to Contractor.

4) Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD weatherization guidelines. At a minimum, the post-inspection shall:

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a. Review the Dwelling Assessment and Weatherization Building Assessment and Job Checklist (CSD 540) to ensure that all feasible weatherization measures identified during the assessment were installed.

In the event weatherization crews identified and performed additional weatherization measure installations not disclosed during the dwelling assessment, then the Inspector shall ensure that these measures conform to CSD weatherization guidelines and are notated on the Weatherization Building Assessment and Job Checklist.

b. Verify that all measures were completely installed in accordance with said terms and conditions of this Agreement.

In addition, installed measures shall be reviewed to determine the absence of any feasible Priority Measure not installed , the installation of a measure (nonfeasible measure) that may not be in compliance with said standards and the terms and conditions of this Agreement and/or any health and safety hazards.

c. Verification that the unit received blower door and duct leakage testing;

d. Verification that required CAS testing of eligible combustion s performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

e. Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether preexisting or resulting from the performance of weatherization services, have been successfully remedied.

5) Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in this Exhibit F, Section 7, TRAINING REQUIREMENTS.

6) Contractor's shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this agreement.

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7) The Quality Assurance Inspector shall certify the performance of Post Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

C. Third-Party Inspections

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

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

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

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

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

D. Subcontracted Services for Basic Weatherization

1) Contractor who subcontracts basic weatherization services shall submit to CSD for approval a written Weatherization Quality Control Plan for Subcontractors. This plan shall include field and fiscal monitoring.

2) Contractor shall have a minimum of one internal staff member who shall receive the online, classroom and field training coursework required by CSD for a field supervisor.

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E. 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 uninstalled 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).

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

7. TRAINING REQUIREMENTS

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

B. Training Provisions for New Staff of Contractor and Subcontractors with Prior Experience Providing Weatherization Services under CSD Program

1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Exhibit F, Section 7.D.

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

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

4) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

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a. Subsequent to successful completion of the Duct Leakage/Blower Door Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

b. Contractor and subcontractor employees failing to demonstrate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

a. Subsequent to successful completion of the Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

6) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training.

a. Subsequent to successful completion of the Field Assessment Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

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b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and prohibited from performing this activity until the completion of required training.

7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform Inspections and/or Field Supervision shall receive Quality Assurance Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

a. Subsequent to successful completion of the Quality Assurance Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

b. Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and prohibited from performing this activity until the completion of required training.

C. Training Provisions for Existing Staff of Contractor and Subcontractors with Prior Experience Providing Weatherization Services under a CSD Program

1) For the purposes of this section, subcontractors must have prior experience providing weatherization services pursuant to a CSD program. Subcontractors who do not have prior weatherization experience pursuant to a CSD program must follow the training provisions in Exhibit F, Section 7.D.

2) By November 17, 2009, existing weatherization employees of Contractor and subcontractors shall receive the, Worksite Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training.

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3) Within 90 days of the execution of this agreement, existing weatherization employees of Contractor and subcontractors that have completed the following classes at a CSD-approved training center prior to the dates listed below or for whom no training dates at a CSD-approved training center are recorded (but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs) shall be required to take and pass an online "test-out" or receive the required CSD-approved trainings. Employees not completing the required diagnostic testing training or successfully test out of the training shall no longer be able to perform the diagnostic tests.

   a. Basic Weatherization – November 2003

   b. Duct Blaster – April 2006

   c. Blower Door – April 2006

4) Within 120 days of the execution of this agreement, existing weatherization employees of Contractor and subcontractors who perform the combustion appliance safety test and that have (1) completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006 or (2) who have no training dates recorded shall receive Combustion Appliance Safety Training.

   a. Employees who received Combustion Appliance Safety Training prior to April 2006 through a CSD-approved training center may continue to perform the diagnostic testing; however, Contractor shall provide documentation verifying the past completion of the required training. Employees shall receive the training in order to continue performing the combustion appliance safety test after the required 120-day time period has lapsed or pass an online CAS test. Employees not completing the required CAS training or successfully testing out of the training shall no longer be able to perform the diagnostic tests.

   b. Employees who have never received the Combustion Appliance Safety Training through a CSD-approved training center shall not perform the combustion appliance safety test until the required training is received.

5) Within 120 days of the execution of this agreement, weatherization employees of Contractor and subcontractors who perform Assessments,

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Energy Audits, and/or Field Supervision shall receive Assessment Training.

6) Within 120 days of the execution of this agreement, weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance Training.

D. Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in Exhibit F, Attachment III prior to commencing unit production work.

E. Training Provisions for Staff of Subcontractors Who Provide Specialty Services

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

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

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

1) Current CSD WIS;

2) CSD Low-Income Weatherization Assistance Program Policies

3) Other applicable policies and procedures; and

4) Official Program Notices

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8. CONTRACTOR LICENSING

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and shall 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.

9. EPA CERTIFICATIONS

A. All Contractors shall be certified as an EPA Certified Firm in accordance with EPA's Regulation on Residential Property Renovations requirements (40 CFR 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are exempt from being certified as a firm.

B. Contractors shall have at least one certified renovator on staff that is trained by EPA-approved training providers. Contractors who subcontract all of their weatherization and ECIP EHCS services shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

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

10. SPECIAL LICENSING - WEATHERIZATION

Special licensing may also be required for the installation and/or repair of Evaporative Cooler, 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 shall always require a C-10 license.

11. CERTIFIED RENOVATOR

Contractor shall be certified to conduct lead-based paint activities and shall have a minimum of one Certified Renovator on staff in accordance with the Environmental Protection Agency (EPA) Lead: Renovation, Repair and Painting Program (40 CFR Part 745) and CSD Lead-Safe Weatherization Policies. Lead-based paint activities in pre-1978 housing and child-occupied facilities shall be conducted by certified renovation firms, use renovators with accredited training, and follow the work practice requirements of the rule.

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12. LEVERAGING ACTIVITIES

A. Contractor is strongly encouraged to provide weatherization services to LIHEAP ECIP HCS-serviced dwellings using LIHEAP and/or utility-funded weatherization services. Contractor shall not leverage weatherization measures funded under this agreement with other forms of DOE WAP funding.

B. Leveraging weatherization funds may be used to install priority 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.

13. 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. Client Files – General Requirements

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

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

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2) Energy Intake Form (CSD 43) 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.

C. 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);

9) Contractor Post-Weatherization Inspection Report (CSD 611)

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

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

12) Required building permits, building permit applications or documentation of permit cost, and a copy of the final permit with appropriate signatures;

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13) Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

14) Waivers from CSD to exceed maximums costs and quantity limits of weatherization measures and work outside of the scope of CSD weatherization policies and standards;

15) Approvals from DOE and CSD to make a fuel change for an installed appliance;

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, manufacture date, make, serial number 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 energy audit output report listing the recommended energy conservation measures;

22) Source documentation of HERS inspection

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

24) Source documentation providing evidence of participation in a federal, state, or local government rehabilitation program if being used to qualify ineligible multi-family dwelling units for weatherization services.

25) Documentation of notification to the owner-occupant, tenant and/or the owner of a rental unit or owner's agent of significant structural changes to the dwelling due to weatherization services;

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26) Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed; and

27) All other documentation as further defined by CSD.

D. 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 all current and former employees. The Weatherization Staff Training Log (CSD 784), or Contractor's equivalent, shall be used for this purpose. 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. The training log information for terminated employees must be maintained for a period of 18 months after termination 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.

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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.

E. Automation

Contractor shall use ServTraq, ServTraqLite or equivalent software database system to support all required data collection and reporting requirements under the administration of this grant.

14. SCHEDULE OF ATTACHMENTS

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

ATTACHMENT I	DOE WEATHERIZATION PRIORITY PLAN NARRATIVE
ATTACHMENT II	DOE WAP DISASTER RELIEF PLAN
ATTACHMENT III	HEALTH AND SAFETY APPLIANCE REPLACEMENT POLICY
ATTACHMENT IV	TRAINING MATRIX
ATTACHMENT V	DOE-APPROVED PRIORITY LIST

EXHIBIT F
ATTACHMENT IV
Training Requirements Matrix

Training Series	Crew	Assessor	Inspector	Field Supervisor	Delivery
Basic Skills (optional pre-employment assessment tool)	X	X	X	X	On-line
Workplace Safety	X	X	X	X	On-line
Environmental Hazards (Lead-Safe Weatherization, Mold, Asbestos, Regulatory Requirements)	X	X	X	X	On-line
Pre-Weatherization	X	X	X	X	On-line
Basic Weatherization	X	X	X	X	Center
Pre-Duct Sealing/Blower Door Diagnostics	X[2]	X	X	X	On-line
Duct Sealing/Blower Door Diagnostics	X[2]	X	X	X	Center
Duct Sealing/Blower Door Diagnostics Field Training[1]	X[2]	X	X	X	Field
Pre-Combustion Appliance Safety	X[2]	X	X	X	On-line
Combustion Appliance Safety	X[2]	X	X	X	Center
Combustion Appliance Safety Field Training[1]	X[2]	X	X	X	Field
Field Assessment (includes Energy Audit)		X		X	Field
Quality Assurance			X	X	Field
HUD-Approved Lead-Safe Weatherization[3]	X	X	X	X	In-house

[1]Additional training to enhance deficient skill and knowledge required if trainee fails to demonstrate appropriate skills and knowledge during a monitored field practice by a CSD inspector and/or CSD training provider.

[2]Training for Duct Sealing/Blower Door Diagnostics and Combustion Appliance Safety is only required for crew members who are going to perform these diagnostic tests.

[3]Only required if performing work on HUD units.

1. CLIMATE ZONE - 1 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require a site specific energy audit and an SIR result greater than 1.0 to install.

CZ-01	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	N/A	5.8	N/A	2.4	N/A	6.4	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	N/A	2.3	N/A	0.6	N/A	1.8	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	N/A	1.6	N/A	0.8	N/A	1.7	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	N/A	6.7	N/A	3.4	N/A	7.1	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.4
R-11 Wall Insulation	N/A	6.1	N/A	3.4	N/A	N/A	N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	N/A	7.4	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	N/A	4.8	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	N/A	8.1	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	N/A	6.3	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	N/A	7.4	N/A	N/A
R-19 Floor Insulation	N/A	4.2	N/A	1.0	N/A		N/A	-
Low-E Windows (20-year EUL)	N/A	1.2	N/A	0.6	N/A	2.0	N/A	0.8
Programmable Thermostat	N/A	7.9	N/A	4.2	N/A	0.5	N/A	2.7

2. CLIMATE ZONE - 2 PRIORITY LIST

2.1. PRE-1950 SINGLE-FAMILY PRIORITY LIST

Measures with an SIR value of less than 1.0 require a site specific energy audit and an SIR result greater than 1.0 to install.

Climate Zone 2 - Pre-1950 Single Family Units	Climate Zone 3 Humboldt, Mendocino, Lake		Climate Zone 11 Sonoma, Napa		Climate Zone 12 Marin	
	SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/out AC	w AC	w/out AC	w AC	w/out AC
R-38 Ceiling Insulation (R-0 add R-38)	N/A	2.8	8.5	3.7	7.6	4.7
R-38 Ceiling Insulation (R-11 add R-30)	N/A	0.6	1.8	0.8	1.7	1.1
R-38 Ceiling Insulation (R-19 add R-19)	N/A	0.7	2.0	0.9	1.6	1.0
R-30 Ceiling Insulation (R-0 add R-30)	N/A	-	9.5	4.2	8.6	5.4
R-11 Wall Insulation	N/A	2.6	6.4	3.7	4.2	3.3
R-19 Floor Insulation	N/A	2.9	1.3	1.1	-	-
Low-E Windows (20-year EUL)	N/A	.4	0.7	0.0	1.2	0.8
Programmable Thermostat	N/A	0.8	3.3	3.3	10.1	3.7

2.2. POST-1950 SINGLE-FAMILY PRIORITY LIST

Measures with an SIR value of less than 1.0 require a site specific energy audit and an SIR result greater than 1.0 to install.

Climate Zone 2 - Post-1950	Climate Zone 3 Humboldt, Mendocino, Lake		Climate Zone 11 Sonoma, Napa		Climate Zone 12 Marin	
	SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/out AC	w AC	w/out AC	w AC	w/out AC
R-38 Ceiling Insulation (R-0 add R-38)	N/A	3.4	7.7	3.2	6.7	5.0
R-38 Ceiling Insulation (R-11 add R-30)	N/A	1.0	1.7	0.8	1.4	1.1
R-38 Ceiling Insulation (R-19 add R-19)	N/A	1.0	1.8	0.9	1.6	1.2
R-30 Ceiling Insulation (R-0 add R-30)	N/A	5.2	8.6	4.3	7.5	5.6
R-11 Wall Insulation	N/A	3.6	4.5	2.7	5.7	5.0
R-19 Floor Insulation	N/A	4.3	0.8	0.8	-	-
Low-E Windows (20-year EUL)	N/A	1.0	1.1	0.4	1.3	0.9
Programmable Thermostat	N/A	4.7	3.3	1.3	2.5	1.6

2.3. Multi-Family – Apartment Unit Priority List

Measures with an SIR value of less than 1.0 require a site specific energy audit and an SIR result greater than 1.0 to install.

Climate Zone 2 - Apartment	Climate Zone 3 Humboldt, Mendocino, Lake		Climate Zone 11 Sonoma, Napa		Climate Zone 12 Marin	
	SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/out AC	w AC	w/out AC	w AC	w/out AC
R-38 Ceiling Insulation (R-0 add R-38)	N/A	2.8	6.8	2.6	5.1	3.3
R-38 Ceiling Insulation (R-11 add R-30)	N/A	1.0	1.5	0.5	5.7	1.3
R-38 Ceiling Insulation (R-19 add R-19)	N/A	0.7	1.8	0.6	1.7	1.1
R-30 Ceiling Insulation (R-0 add R-30)	N/A	3.1	7.6	2.8	1.4	5.5
Wall Insulation (R-11/13) 2-walls	N/A	3.2	4.8	3.0	1.4	3.8
Wall Insulation (R-11) North	N/A	3.4	5.2	3.3	1.4	3.9
Wall Insulation (R-11) South	N/A	2.5	4.4	2.8	1.3	3.7
Wall Insulation (R-11) East	N/A	3.2	-	-	-	-
Wall Insulation (R-11) West	N/A	3.8	-	-	-	-
R-19 Floor Insulation	N/A					
Low-E Windows (20-year EUL)	N/A	1.5	1.6	1.9	2.7	1.3
Programmable Thermostat	N/A	0.3	0.3	0.3	0.6	0.4

2.4. Mobile Home Priority List

Measures with an SIR value of < 1.0 require a site specific energy audit and an SIR result greater than 1.0 to install.

Climate Zone 2 - Mobile Home	Climate Zone 3 Humboldt, Mendocino, Lake		Climate Zone 11 Sonoma, Napa		Climate Zone 12 Marin	
	SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/out AC	w AC	w/out AC	w AC	w/out AC
R-30 Ceil Insulation (R-11 add R-19)	N/A	0.5	7.4	0.7	1.1	0.7
R-19 Floor Insulation	N/A					
Low-E Windows (20-year EUL)	N/A	1.6	0.8	1.2	1.9	2.0
Programmable Thermostat	N/A	1.2	3.4	1.9	1.0	1.1

3. CLIMATE ZONE - 3 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-03	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	N/A	2.8	N/A	3.4	N/A	2.8	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	N/A	0.6	N/A	1.0	N/A	1.0	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	N/A	0.7	N/A	1.0	N/A	0.7	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	N/A	-	N/A	5.2	N/A	3.1	N/A	N/A
R-30 MII Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.5
R-11 Wall Insulation	N/A	2.6	N/A	3.6	N/A	N/A	N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	N/A	3.2	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	N/A	3.4	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	N/A	2.5	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	N/A	3.2	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	N/A	3.8	N/A	N/A
R-19 Floor Insulation	N/A	2.9	N/A	4.3			N/A	
Low-E Windows (20-year EUL)	N/A	0.4	N/A	1.0	N/A	1.5	N/A	1.6
Programmable Thermostat	N/A	0.8	N/A	4.7	N/A	0.3	N/A	1.2

4. CLIMATE ZONE - 4 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-04	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	4.7	3.2	4.8	3.2	4.3	2.9	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	1.2	0.7	1.0	0.7	0.9	0.6	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	1.2	0.8	1.2	0.8	1.1	0.8	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	5.3	3.6	5.3	3.6	4.7	3.2	N/A	N/A
R-30 MH Ceiling Ins (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	0.7	0.5
R-11 Wall Insulation	4.2	3.6	4.6	3.1	N/A	N/A	N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	4.1	3.5	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	3.6	3.1	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	4.4	3.8	N/A	N/A
R-19 Floor Insulation	0.8	1.1	0.0	0.8				
Low-E Windows (20-year EUL)	1.1	0.7	0.9	0.6	1.3	0.8	1.0	0.8
Programmable Thermostat	3.6	0.3	0.6	0.4	0.8	0.2	3.1	1.6

5. CLIMATE ZONE - 5 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-05	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	3.1	2.3	3.2	2.5	3.7	2.9	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	0.7	0.6	0.7	0.5	0.8	0.6	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	0.7	0.6	0.8	0.6	1.0	0.7	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	3.4	2.6	3.6	2.8	4.2	3.2	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	0.7	0.4
R-11 Wall Insulation	2.9	2.8	4.2	4.2	N/A	N/A	N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	3.8	2.5	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	3.8	3.7	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	5.1	5.0	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	3.5	3.4	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	-	-	N/A	N/A
R-19 Floor Insulation	0.4	0.6	0.6	0.8				
Low-E Windows (20-year EUL)	1.0	0.8	0.8	0.6	2.1	1.7	0.7	0.6
Programmable Thermostat	1.4	1.0	0.4	0.3	0.3	0.1	1.5	1.5

6. CLIMATE ZONE - 6 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-06	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	2.0	1.2	2.4	1.5	1.8	1.1	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	0.4	0.3	0.5	0.3	0.5	0.3	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	0.4	0.3	0.5	0.3	0.6	0.5	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	2.2	1.4	2.6	1.6	2.0	1.2	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0.2
R-11 Wall Insulation	2.9	2.7	2.7	2.7	N/A	N/A	N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	2.2	2.1	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	2.1	2.0	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	2.3	2.1	N/A	N/A
R-19 Floor Insulation	0.7	0.8	-	-			N/A	
Low-E Windows (20-year EUL)	0.4	0.2	1.0	0.9	2.0	1.2	0.6	0.5
Programmable Thermostat	1.4	0.9	1.5	0.4	0.0	0.0	N/A	1.4

7. CLIMATE ZONE - 7 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-07	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	4.8	3.4	2.1	1.5	2.8	1.6	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	1.1	3.9	0.4	0.3	0.6	0.3	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	1.1	0.8	0.4	0.3	0.7	0.4	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	5.4	3.9	2.4	1.7	3.1	1.7	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	0.3	0.2
R-11 Wall Insulation	3.8	3.8	2.4	2.3	N/A	N/A	N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	2.4	2.1	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	2.4	2.1	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	2.2	1.9	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	2.5	2.2	N/A	N/A
R-19 Floor Insulation	-	-	-	-				
Low-E Windows (20-year EUL)	1.6	1.0	1.8	0.9	1.4	0.7	0.6	0.6
Programmable Thermostat	5.2	1.7	4.5	2.4	0.3	0.0	0.0	0.0

8. CLIMATE ZONE - 8 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-08	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	2.8	1.4	2.5	2.1	2.5	1.5	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	0.6	0.4	0.7	0.5	0.5	0.3	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	0.6	0.3	0.7	0.5	0.6	0.4	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	3.2	1.8	3.3	2.4	2.8	1.7	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	0.5	0.3
R-11 Wall Insulation	2.3	2.1	3.0	2.9	N/A	N/A	N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	2.6	2.4	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	3.2	2.9	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	2.0	1.9	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	2.6	2.3	N/A	N/A
R-19 Floor Insulation	0.3	0.5	-	-				
Low-E Windows (20-year EUL)	0.4	0.2	1.3	0.9	1.4	0.7	0.9	0.8
Programmable Thermostat	4.5	2.2	4.9	3.1	0.2	-	2.2	0.3

9. CLIMATE ZONE - 9 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-09	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	1.8	1.2	1.9	1.2	2.2	1.2	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	0.7	0.4	0.6	0.4	0.6	0.4	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	0.5	0.3	0.5	0.3	0.5	0.3	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	-	-	2.5	1.6	2.9	1.7	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	0.2	0.2
R-11 Wall Insulation	3.1	3.0	2.8	2.6	N/A	N/A	N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	2.7	2.2	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	3.8	3.2	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	3.8	3.2	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	3.1	2.6	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	2.4	2.0	N/A	N/A
R-19 Floor Insulation	0.7	0.7	0.6	0.8				
Low-E Windows (20-year EUL)	0.6	0.4	0.6	0.4	1.5	1.0	0.9	0.9
Programmable Thermostat	0.2	-	1.9	1.2	0.2	0.3	2.1	2.1

10. CLIMATE ZONE - 10 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-10	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	5.5	3.0	4.9	2.5	4.2	2.1	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	1.3	0.7	1.1	0.5	1.1	0.5	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	1.3	0.7	1.2	0.6	1.3	0.6	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	6.5	3.6	5.5	2.8	4.6	2.3	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	0.4	0.4
R-11 Wall Insulation	4.7	3.7	4.6	3.6			N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	3.1	2.2	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	1.5	1.1	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	3.9	2.8	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	-	-	N/A	N/A
R-19 Floor Insulation	1.6	1.8	-	-				
Low-E Windows (20-year EUL)	0.8	0.4	1.1	0.8	1.9	1.1	0.7	0.5
Programmable Thermostat	6.9	4.0	0.2	0.1	-	-	1.3	1.3

11. CLIMATE ZONE - 11 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-11	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	8.5	3.7	7.7	3.2	6.8	2.6	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	1.8	0.8	1.7	0.8	1.5	0.5	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	2.0	0.9	1.8	0.9	1.8	0.6	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	9.5	4.2	8.6	4.3	7.6	2.8	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	7.4	0.7
R-11 Wall Insulation	6.4	3.7	4.5	2.7			N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	4.8	3.0	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	5.2	3.3	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	4.4	2.8	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	-	-	N/A	N/A
R-19 Floor Insulation	1.3	1.1	0.8	0.8	N/A	N/A		
Low-E Windows (20-year EUL)	0.7	0.0	1.1	0.4	1.6	1.9	0.8	1.2
Programmable Thermostat	3.3	3.3	3.3	1.3	0.3	0.3	3.4	1.9

12. CLIMATE ZONE - 12 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-12	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	7.6	4.7	6.7	5.0	5.1	3.3	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	1.7	1.1	1.4	1.1	5.7	1.3	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	1.6	1.0	1.6	1.2	1.7	1.1	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	8.6	5.4	7.5	5.6	1.4	5.5	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	1.1	0.7
R-11 Wall Insulation	4.2	3.3	5.7	5.0	N/A	N/A	N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	1.4	3.8	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	1.4	3.9	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	1.3	3.7	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	-	-	N/A	N/A
R-19 Floor Insulation	-	-	-	-				
Low-E Windows (20-year EUL)	1.2	0.8	1.3	0.9	2.7	1.3	1.9	2.0
Programmable Thermostat	10.1	3.7	2.5	1.6	0.6	0.4	1.0	1.1

13. CLIMATE ZONE - 13 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-13	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	10.3	5.6	6.2	9.2	7.4	3.8	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	2.2	1.2	1.3	2.1	1.6	1.2	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	2.5	1.4	1.2	2.0	1.7	1.1	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	11.4	6.2	7.0	10.5	8.3	4.8	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	0.2	0.7
R-11 Wall Insulation	8.7	6.2	5.3	9.3			N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	5.4	3.6	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	5.4	3.6	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	7.1	4.8	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	5.1	3.4	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	-	-	N/A	N/A
R-19 Floor Insulation	2.5	2.3	-	-				
Low-E Windows (20-year EUL)	2.3	1.2	1.7	0.9	2.8	1.3	2.8	1.4
Programmable Thermostat	5.0	2.6	10.2	18.3	0.7	0.2	3.0	3.0

14. CLIMATE ZONE - 14 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-14	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	9.8	5.0	7.6	4.4	6.8	3.1	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	2.3	1.0	2.0	4.9	1.5	0.7	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	2.0	1.0	1.8	1.1	1.9	0.8	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	9.9	5.0	8.4	8.4	7.5	3.4	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	1.5	1.1
R-11 Wall Insulation	5.4	3.8	6.1	4.6			N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	5.0	3.3	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	5.8	3.8	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	4.2	2.7	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	-	-	N/A	N/A
R-19 Floor Insulation	-	-	-	-				
Low-E Windows (20-year EUL)	2.2	1.1	1.9	1.7	2.3	1.0	2.2	1.8
Programmable Thermostat	6.0	2.3	2.9	1.5	0.5	0.2	4.4	4.4

15. CLIMATE ZONE - 15 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-15	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	11.6	2.1	2.9	0.3	5.0	1.0	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	2.2	0.5	0.6	0.1	1.3	0.2	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	2.2	0.5	0.6	0.1	1.4	0.2	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	13.1	2.4	3.3	0.3	5.7	0.8	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	0.9	0.1
R-11 Wall Insulation	9.4	5.0	3.6	3.5			N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	4.3	1.5	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	4.3	1.5	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	3.4	1.2	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	5.3	1.8	N/A	N/A
R-19 Floor Insulation	2.8	2.1	-	-				
Low-E Windows (20-year EUL)	1.6	0.2	2.4	1.4	2.5	1.3	1.4	0.5
Programmable Thermostat	5.5	3.0	2.0	0.5	0.7	0.1	4.4	0.7

16. CLIMATE ZONE - 16 PRIORITY LIST

Measures with an SIR greater than 1.0 are on the priority list. Measures with an SIR less than 1.0 will require an energy audit and an SIR result greater than 1.0 to install.

CZ-16	Pre-1950 SFU		Post-1950 SFU		MFU Apt		Mobile Home	
	SIR		SIR		SIR		SIR	
PRIORITY LIST MEASURES	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC	w AC	w/o AC
R-38 Ceiling Insulation (R-0 add R-38)	24.7	24.6	14.8	14.7	21.3	21.1	N/A	N/A
R-38 Ceiling Insulation (R-11 add R-30)	5.5	5.5	3.3	3.3	4.6	4.6	N/A	N/A
R-38 Ceiling Insulation (R-19 add R-19)	6.2	6.2	3.3	3.3	6.2	6.2	N/A	N/A
R-30 Ceiling Insulation (R-0 add R-30)	27.5	27.3	16.8	16.6	23.3	23.1	N/A	N/A
R-30 MH Ceiling Insulation (R-11 add R-19)	N/A	N/A	N/A	N/A	N/A	N/A	2.0	4.8
R-11 Wall Insulation	21.5	22.0	11.7	12.1			N/A	N/A
Wall Insulation Apt. (R-11) 2-walls	N/A	N/A	N/A	N/A	18.0	18.4	N/A	N/A
Wall Insulation Apt. (R-11) North	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) South	N/A	N/A	N/A	N/A	-	-	N/A	N/A
Wall Insulation Apt. (R-11) East	N/A	N/A	N/A	N/A	19.0	19.3	N/A	N/A
Wall Insulation Apt. (R-11) West	N/A	N/A	N/A	N/A	17.0	17.4	N/A	N/A
R-19 Floor Insulation	8.3	5.4	-	-				
Low-E Windows (20-year EUL)	2.9	2.9	3.4	3.6	12.2	11.9	3.4	3.3
Programmable Thermostat	3.2	3.2	6.9	6.9	2.4	2.4	1.7	1.7